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COLLECTIVE BARGAINING AGREEMENT dated as of this 11th day of September, 2009 by and between the LEGAL SERVICES STAFF ASSOCIATION, National Organization of Legal Services Workers, International Union, UAW, Local 2320, AFL-CIO, (the “Union”) and LEGAL SERVICES NYC (LS-NYC) and THE CONSTITUENT CORPORATIONS OF LS-NYC and any other PROGRAM, DIVISION, or PROJECT administered by LS-NYC (LS-NYC, Constituent Corporations (CC) and the Other Programs, Divisions or Projects being hereinafter referred to as the “Employer”), effective as of and retroactive to **July 1, 2009**, DECLARE:

1.0 THE UNION/MANAGEMENT RELATION

1.1 Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Employer listed in the classifications described in the Office of Collective Bargaining Decision No. 46-47 (Docket Nos. RU-340-72, RE-25-73 and RE-70-74) dated September 9, 1974 supplementing Decision No. 85-73, dated October 29, 1973, as follows: Reginald Heber Smith Fellows, Senior Social Worker, Social Worker, Senior Attorney, Staff Attorney, Legal Services Assistant, Investigator, Staff Secretary, Executive Secretary, Clerk Messenger, Community Aide, Coordinating Attorney, Law Student paid 100% from LS-NYC budget, Assistant Bookkeeper, Maintenance Person, Switchboard Operator, Receptionist, Law Graduate, Food Law Training Coordinator, Process Server, Food Law Research Coordinator, Intake Officer, Mailroom Specialist Network Engineer, Database Programmer/Analyst, Communications Associate, Executive Secretary to the Development Department, Technical Support Associate, Technology Coordinator. Some of these titles were not part of the OCB ruling but were subsequently added by mutual agreement of the parties. All Unit Director Classifications originally certified as Union lines, have subsequently been removed from the unit on consent. Any additional titles created shall be represented by the Union, if appropriate.

1.2 New Programs

Any employees of newly created or affiliated programs, divisions or projects shall be accreted to the unit and such program, division or project, shall be considered an Employee for all purposes, subject to the following: The parties shall meet to determine whether these entities and their employees shall be subject to the terms of this Agreement in light of applicable labor law. If there is no agreement between the parties and the matter is submitted to arbitration, the arbitrator shall be bound by applicable labor law.

1.3 Employees of New Programs

Any employee of newly created or affiliated Constituent Corporations shall be accreted to the unit and such corporation shall be considered an Employer for all purposes.

1.4 LSC Communications

The Employer will provide copies to the Union of all non-confidential communications from the Legal Services Corporation which are distributed to all Legal Services Corporation grantees nationally, except for communications which appear in the Federal Register.

1.5 Non-Managerial, Non-Union Workers

- (A) The parties recognize that the presence of large numbers of non-managerial, non-Union workers undermines the proper role of the Collective Bargaining Agreement, thus the Employer agrees not to allow such workers to work in such numbers as will undermine the Collective Bargaining Agreement.
- (B) Grievances regarding this **Section 1.5** may only be initiated by the Union delegate or by a member of the Union's Executive Committee.

1.6 Labor Management Committee

(A) Establishment

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall establish a Labor-Management Committee.

(B) Mandate

The committee shall consider and recommend changes in the terms and conditions of the employment of the employees who are covered by this Agreement. Matters subject to the grievance procedure shall not be appropriate items for consideration by the Labor-Management Committee.

(C) Composition

The committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the Employer shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The Chair for each meeting shall alternate between members designated by the Employer and the members designated by the Union. Committee recommendations shall be reduced to writing for submission to the Employer and the Union.

(D) Meetings

The Committee shall meet at the call of either the Union members or the Employer members at times agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee and to the Executive Director of LS-NYC and the President of the Union.

1.7 Bulletin Boards

The Employer shall make available to the Union reasonable space for the Union to place a bulletin board in each office. All notices placed on these boards by the Union shall be on Union stationery and shall be used only to notify employees of matters pertaining to Union affairs.

1.8 Use of Employer Facilities

Upon request to the responsible official in charge of a work location, the Union may use Employer's premises for meetings, consistent with this contract, but such meetings may only be held during employee's lunch hours and non-working hours, subject to availability of appropriate space, and must not unreasonably interfere with Employer business. Such notice should be at least twenty-four (24) hours in advance, when possible.

1.9 Release Time

- (A)
1. Union delegates in each office may use reasonable work time for contract administration and grievance processing. A designated member of the Union Executive Committee may substitute for the office delegate to process individual grievances. Necessary parties shall be released from work for attendance at arbitration or contractual committee sessions scheduled during work hours.
 2. In order for all employees to attend shop meetings held on site during lunch hour, the Employer agrees to cover reception, upon 24 hours notice, for no more than one shop meeting per month. Except in emergency situations, it is understood that such shop meetings will be arranged with maximum notice to the Employer.
 3. All other Union activity shall be during non-working time, except seven (7) members may be designated by the Union as its Negotiating Committee and may use reasonable work hours for contract preparation and negotiations.
- (B) The Union President shall be given and shall take five (5) days release time per week. The Employer will pay for the benefits and three days of wages per week of the Union President's salary.

1.10 No Strikes

Neither the Union or any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

1.11 No Lockouts

The Employer shall not lock out its employees during the term of this Agreement.

1.12 Agency Shop

It shall be a condition of employment under this Agreement that all employees covered hereunder shall be members of the Union in good standing, except that if a person chooses not to join the Union, he/she shall pay registration and agency fees to the Union in such amounts as the Union may prescribe. In no event shall the registration or agency fee exceed, respectively, the initiation fees or dues required of Union Members.

2.0 CHECK-OFFS/DEDUCTIONS

2.1 Dues/Fees

(A) Deduction

Upon written authorization from the employee affected, the fiscal department of LS-NYC shall deduct from the wages of each employee covered by this Agreement, all such fees and dues as are prescribed by the Union (see Appendix B attached).

(B) Termination for Failure to Pay

If, within thirty (30) days of employment, an employee fails to be a member in good standing of the Union or fails to pay a registration fee or to commence paying agency fees as stated in **Section 1.12** above, the Employer, upon request by the Union, shall discharge said employee. Upon subsequent failure to maintain membership in good standing or to pay agency fees, the Employer, upon request by the Union, shall discharge said employee.

(C) Opportunity to Pay

If an employee pays the requisite dues or fees within five (5) days of receiving notice of termination pursuant to **Section 2.1(B)**, the termination shall be rescinded.

(D) Remission to Union

The Employer shall remit monthly to the Union all Union dues and fees collected pursuant to this Article, no later than five (5) days after receipt by the Employer from its payroll data processing contractor of a statement of the amount withheld from the prior month's payroll checks pursuant to this article.

(E) Suspension During Unpaid Leave

During any period of unpaid leave of absence, these provisions shall be suspended.

2.2 Liability Arising from Enforcement

The Union shall indemnify and hold the Employer harmless against liability or economic loss that shall arise out of or by reason of action taken by the Employer, which action was requested by the Union under the provisions of this article.

Nonetheless, the Union shall have no obligation to indemnify the Employer if the Employer:

- (A)** fails to notify the Union within ten (10) business days of any suit brought or claim made against the Employer as a result of the operation of this article; or
- (B)** confesses judgment or settles any such claim without the Union's consent; or
- (C)** fails to appear or defend in good faith any suit brought as a result of the operation of this article.

- (C) Active cases are defined as cases that require:
 1. a court or administrative hearing appearance ~~within~~ one month for which meaningful preparations are necessary, or
 2. investigation, fact gathering, research, discovery, negotiations or legal writing within one month, or
 3. preparation of applications, letters, or other ~~for~~ advocacy to secure a government benefit.
- (D) The following activities are not to be considered ~~claiming~~ so as to define a case as active:
 1. sporadic contacts with clients, adversaries, or
 2. timekeeping, statistical record keeping or ~~case~~ ~~care~~ responsibilities.
- (E) An individual attorney's willingness to handle ~~more~~ than forty (40) active cases shall not set a precedent for himself/herself ~~and~~ attorneys.
- (F) § 8.2(F) shall govern any caseload grievance.

4.4 Compensatory Time

- (A) Accumulation
Accumulated compensatory time off may not exceed ~~forty~~ five (35) hours, and may be limited to less in the discretion of the ~~type~~'s Project Director or Managing Attorney. Any accumulation in excess ~~that amount will be forfeited.~~

(B) accumulation in excess of 35 ()-0.40|0.95397(f)2.3678()-0.47943(t)] TJ ET BT 0.99809 0 0 1

schedule shall be in the discretion of the Project Director subject to the limitation regarding program need and shall not be arbitrable. However, if a Project Director determines, based on office or program needs that the part time schedule should be rescinded, the affected employee will be given no less than one month's notice of the date the employee is expected to return to full-time work. If the employee declines the full-time position, the employee will have the option of accepting a lay-off with recall rights and no retirement benefits under §5.8 or of accepting a lay-off with no recall rights and with retirement benefits under §5.8.

4.7 Holidays

(A) List of Holidays

Employees shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day (Tues. after 1st Mon. in Nov.)

Veterans Day

Thanksgiving Day & Friday immediately following

Christmas Day

(B) Holidays Falling on Weekends

Holidays that fall on a Saturday will be scheduled for the previous Friday and those that fall on a Sunday will be scheduled for the following Monday.

(C) New York State Dates

When a holiday is celebrated on different dates by the federal and state governments, the holiday will be celebrated on the date fixed by the state.

(D) Holiday Court Appearances

An employee who must make a Court appearance on one of the days enumerated in § 4.7 shall receive an additional leave day in its place. Said day shall not be added to accrued annual leave.

(E) Annual Notice of Dates

On or before January 1 of each year, the Employer shall notify all employees of the date on which the enumerated holidays will fall in that calendar year.

4.8 Alteration of Timesheets/Deductions in Pay

The Employer shall give written notice to the employee of any alteration of the employee's timesheet within three (3) days after making the alteration, except if such alteration will result in a reduction of pay. In such cases, the Employer shall give the employee ten (10) days written notice prior to the alteration taking effect.

5.0 ECONOMIC BENEFITS

5.1 Insurance Coverage

(A) The Insurance coverages provided by the Employer are the following:

1. Health insurance: Employer will provide health insurance at no cost to Employees, their children and Eligible Spouses/Same Sex Domestic Partners under one of the following two plans, at Employee's option:
 - a. CIGNA Open Access Network, a group medical/hospitalization plan that provides both in-network and out-of-network benefits as described in the Summary of Benefits.
 - b. Empire Blue Cross/ Blue Shield, a Health Maintenance Organization that provides only in-network benefits for medical care and hospitalization, with no out-of-network benefits as described in the Summary of Benefits.
2. Alternatively, the Employer will, at the Employee's option, provide health insurance at no cost for all Employees, their children, and eligible or ineligible spouses or same sex domestic partners under HIP, a Health Maintenance Organization that provides only in-network benefits for medical care and hospitalization, with no out-of-network benefits, as described in the Summary of Benefits.
3. Guardian Life Ins. Company underwrites our dental plan (Policy No. 291131). There are both in-network and out-of-network providers. The annual maximum for benefits is \$1,500.
4. Life Insurance (Policy No. Life – GL 131452) and Accidental Death and Dismemberment coverage (Policy No. VAR 201591) are offered by First Reliance Standard Life Insurance Company. The carrier may change within each three-year period but the terms remain the same. The life benefit pays one-and-one-half times your annual salary to a maximum of \$200,000. The benefit reduces at age 65. The AD&D benefit pays one-and-one-half times your annual salary to a maximum of \$200,000. This benefit reduces at age 70.
5. Short Term Disability is covered by Security Mutual Life Insurance Company (Policy No. GNY40015). All claims must be filed within 30 days of the onset of the disability. The plan does not exceed 26 weeks of paid benefits in a 52 week period. The carrier may change within the three-year contract period, but the terms remain the same.
6. Long Term Disability coverage is carried by First Reliance Standard Life Insurance Co. (Account No. 108694). Eligibility begins after 180 consecutive days of total disability. Maximum total benefit is 60% of monthly earnings up to a maximum of \$6,000 per month.
7. LS-NYC will arrange to provide educational material to all employees on the availability of the TELDRUG plan, which provides cost savings for mail-order prescription drugs that are used on a regular basis within CIGNA. Empire BlueCross/BlueShield provides ADVANCE RX and HIP provides HIP MAIL ORDER PHARMACY.

- (B) Definitions of Eligible and Ineligible Spouses: Eligible Spouses/Same Sex Domestic Partners are those spouses/same sex domestic partners who are not eligible for insurance coverage through their own employers. Insurance coverage through their own employers shall mean any comprehensive health plan, including an HMO, where the employer pays at least 50% of the premiums. For the purposes of this contract, other spouses will be referred to as ineligible spouses.
- (C) An employee who seeks to include an eligible spouse or same sex domestic partner in a LS-NYC plan other than HIP with no contribution must do the following:
1. If the spouse or same sex domestic partner is employed, s/he shall provide a signed statement establishing eligibility and an appropriate authorization for Release of Information, limited to health care coverage, premium costs, and employee contribution rates, from said employer;
 2. If the spouse or same sex domestic partner is not employed, s/he shall execute a sworn attestation to the effect that employer-paid health insurance benefits as defined above are not available to him/her.
- (D) An employee who seeks to include an Ineligible Spouse/Same Sex Domestic Partner in the employee's CIGNA or Empire plan must contribute in accordance with the schedule below.

FTE Annual Salary Between	And	Monthly Contribution
30,000	39,999	25
40,000	49,999	50
50,000	59,999	75
60,000	69,999	100
70,000	79,999	125
80,000	89,999	150
90,000	99,999	175
100,000	109,999	200
110,000	119,999	225

- (E) Employees may opt for either of the following incentives for Eligible or Ineligible Spouses/ Same Sex Domestic Partners instead of choosing LS-NYC health insurance coverage:
1. Employees will be reimbursed by LS-NYC for the cost of their Ineligible Spouse or Same Sex Domestic Partners' health insurance premiums up to \$4800 a year during the term of this agreement, as long as employee reasonably demonstrates to Employer's satisfaction that such payments have been made. Such reimbursement will be in the form of added salary paid out in biweekly paychecks, and shall continue to be

paid directly to the employee as long as employee remains eligible for this reimbursement or, if feasible, paid through a Premium Only Plan (or POP).

2. Employees shall receive an incentive payment of \$4000 in the first year in which a previously covered spouse/ same sex domestic partner opts out of coverage and \$2,000 in subsequent plan years after the “switch” year.

(F) Employees may waive coverage for themselves and /or their dependent children as follows:

1. In the first plan year that an Employee waives health care coverage entirely by certifying that she/he and dependent children (where applicable) receive alternative coverage she/he shall receive a switch incentive in an amount equivalent to 50% of the current cost of HIP/HMO coverage for the individual employee or for the employee and dependent children, as applicable.
2. In the first plan year that an Employee waives coverage for dependent children and retains individual coverage by certifying that such dependent children receive alternative coverage, he/she shall receive a switch incentive of 50% of the difference between the annual cost of HMO coverage for such other family members and for an individual.
3. These incentives will be 25% in subsequent plan years after the “switch” year.

(G) For each employee who chooses to switch to any plan other than CIGNA, LS-NYC will offer, during the plan year in which the switch is made, an amount equivalent to 25% of the difference in premiums between that plan and our CIGNA plan (or its successor). These incentives will be 12.5% in subsequent plan years after the “switch” year. Payments shall be made to employees on a bi-weekly basis.

(H) Domestic Partner Insurance Coverage

The Employer shall provide insurance coverage for the Eligible Same-Sex Domestic Partner of an Employee, as well as legal dependents. The Employer shall provide insurance coverage for the domestic partner of an employee, as well as the legal dependents. In recognition of the added tax burden that results from the disparate treatment in federal and state tax laws of married heterosexual couples and same sex domestic partners, an employee whose health insurance coverage is for himself or herself and a domestic partner shall be reimbursed in accordance with either one of the options listed here:

1. The employee shall be reimbursed in an amount equivalent to 20% of the cost of the additional coverage for the domestic partner, or

2. The employer shall “Gross Up” the tax liability such that the employee shall be reimbursed in a net amount equivalent to the tax liability incurred by the employee as a result of the treatment of the additional premium as income to the employee. If this option is chosen, the employee shall demonstrate the additional tax liability by providing exact copies of the filed tax returns of the employee and the domestic partner, as well as a tax return prepared as a joint return for a couple that would be treated as married under the tax laws. These tax returns shall be accompanied by an affirmation (in the case of an attorney employee) or a notarized affidavit (for all other employees), attesting to their financial accuracy.

Reimbursements under this section shall be paid within 60 days of receipt of the required documentation by LS-NYC’s Human Resources department. It is understood that any tax liability resulting from these reimbursements for employees who select option (a) above, shall be the responsibility of the employee. The parties agree that at such time as the tax laws are modified to eliminate this discriminatory treatment, this clause shall expire.

In the event that same-sex marriage becomes lawful in New York State, and upon 120 days notice to Employees whose partners are covered by LS-NYC health benefit plans, domestic partner benefits will be terminated. All references herein to Same-Sex Domestic Partners (as a defined term or otherwise) will be deleted.

- (I) The employer shall increase to \$9000 the cap on employee contributions to the FSA and create a Premium Only Plan (“POP”) to allow employees to make the spouse/partner contributions, pay deductibles, etc. with pre-tax dollars.
- (J) **Retirement Health Insurance**

LS-NYC shall permit retired employees who have been employed for a minimum of 25 years and are at least 62 years of age to remain in LS-NYC’s group medical plans at their own expense. Eligibility under this provision shall expire upon eligibility for Medicare.
- (K) All premiums shall be paid by the Employer, except as otherwise provided for in this contract. (See **Section 6.8 (C)**, new **Section 5.1 (A-F)**), **5.1(I)**.
- (L) Employees shall submit their insurance claims directly to the appropriate insurance carrier. The Employer shall provide each office with appropriate claim forms and other information necessary to process such claims and shall arrange for at least two (2) visits per year by the Employer’s health administrator or consultant to each office to explain and answer questions about health coverage, procedures for payment and any other relevant topics.
- (M) In the event of unilateral changes by the carrier, the Employer and the Union shall negotiate and agree upon appropriate alterations in coverage.

5.2 403(B) Retirement Plan

The Employer shall contribute 7% of gross pay to the plan. Contributions shall be made on behalf of employees with one year or more of service in the program and shall provide for immediate vesting. Eligible employees may contribute to the plan from their first day of hire.

5.3 Educational Loan Reimbursement

LS-NYC shall establish a fund to assist attorneys with law school debt and social workers with graduate school of social work debt. Benefits provided under this fund will be determined based on household income and assets in the fund and will be contingent upon fulfillment of term-of-employment obligations that will be determined. LS-NYC will establish a Union-Management Committee to make recommendations for an appropriate mechanism for administration of this fund. The parties agree that the \$60,000 provided for loan forgiveness that was to have been distributed in 2006 based on eligibility during 2005 will be distributed in 2007 based on eligibility during 2006. The plan shall distribute available funds based on level of indebtedness and family income and in accordance with the plan adopted by the LS-NYC board. Management has the option to continue the loan forgiveness program for the balance of this contract.

5.4 Education Fund

- (A) The Employer shall contribute an amount equal to one-half of one percent (0.5%) of the gross pay of Legal Workers to the UAW Education Funds for the purpose of enabling employees to pursue their educational goals and for such other educational and training endeavors as shall be undertaken by the Union and the Employer for the benefit of the employees and the Employer.
- (B) This provision shall expire on the date of expiration of this contract unless expressly renewed or renegotiated by the parties. The parties shall meet to discuss this provision and its utilization at the request of either party upon fifteen (15) days notice. In the event the UAW Education Fund ceases to exist or the college program it administers ceases operation, the Employer and the Union shall meet to negotiate a new arrangement for the Employer's Education Fund contributions. The new arrangement shall not result in the diminution of the contribution paid on behalf of legal worker employees.

5.5 Malpractice Insurance

The Employer shall maintain for the employees standard malpractice and liability insurance of the scope provided by NLADA. The Employer agrees to pay any deductible required under the malpractice insurance policy and will not seek contribution from any employee regarding such deductible. Eligibility for coverage for the benefits shall not be more restricted than it was at this date. The Employer will notify the Union in advance of any changes in benefits or eligibility proposed by NLADA of which the Employer has received notice from NLADA. The Employer's failure to provide such notice shall not create any rights or impose any restrictions or liabilities.

5.6 Salary Conversion Plan

The Employer shall establish a Salary Conversion Plan which shall facilitate the establishment of employee spending accounts to the extent permissible by law. The plan will be operational January 1, 1994.

5.7 Retirement Payment

Employees with 25 or more total years of service in the program, and who commenced working for LS-NYC prior to January 1, 1980, who give two months' notice of intent to retire, shall be provided the equivalent of 7 percent of annual salary, or \$4,000, whichever is greater, at date of termination.

6.0 LEAVES OF ABSENCE

See also, Paragraph 13.7(C)

6.1 Accrual of Annual Leave

(A) Generally

Annual Leave shall accumulate on the first day of each month as follows:

Year of Employment	Total Days	Month of Employment											
		J	F	M	A	M	J	J	A	S	O	N	D
1st	23	1	2	2	2	2	2	2	2	2	2	2	2
Thereafter	28	3	2	2	3	2	2	3	2	2	3	2	2

During the month in which an employee terminates, he/she shall receive a prorated number of days based upon days worked in that month.

(B) Cumulative

1. Annual leave shall be cumulative. There shall be no limitation on accrual, except as outlined in § 6.3 (C) below.
2. During December and June, the Employer will prepare and distribute to each employee a statement of how many accumulated annual leave days the employee will have at the end of that month.

(C) Basis

Annual leave shall accumulate on the basis of days worked or while on paid leave other than terminal leave.

(D) Holiday During Leave

If a paid holiday falls while an employee is on annual leave, that day will not be deducted from the employee's accrued annual leave.

(E) New Employees

An Employee begins to accrue Annual Leave on the first day of his/her employment, but new employees shall not be entitled to use Annual Leave until they have completed their probationary period of employment or have been employed for three (3) months, whichever is shorter. During this initial period, however, a new employee may, upon appropriate prior notice to the Project Director or Managing Attorney, borrow up to two (2) days of leave from the accumulated leave that will be available at the end of the initial period.

(F) Law Students

Law Students employed full-time during the summer shall not accrue annual leave.

6.2 Scheduling of Annual Leave

See also, § 17.1(C)

(A) Approval

Annual leave is to be scheduled subject to the approval of the Project Director or Managing Attorney of the office in which the employee is employed. Annual leave scheduling requests shall be responded to expeditiously and shall not be unreasonably denied.

(B) Number of Consecutive Days

If the employee so requests, at least twenty (20) annual leave days may be used consecutively.

(C) Conflicts

In the event of a conflict in the vacation preferences of two employees, intra-office seniority shall govern.

(D) Personal Days

During each year of employment, up to seven (7) days of annual leave may be taken without notice, although notice should be given, where possible, of the intent to use any annual leave days.

(E) Conversion to Sick Leave

Upon employee's request, accrued annual leave shall be converted to sick leave in case of serious documented illness.

6.3 Payments for Leave Days

Payments of accumulated annual leave days prior to a vacation or upon termination of employment will be made in the following manner:

(A) An employee who is discharged shall be paid for all accumulated annual leave on the date of the employee's termination, or as soon thereafter as final time records can be received and processed by the LS-NYC fiscal department.

(B) An employee who resigns may receive payment for all accumulated annual leave on the date of the employee's termination if a request for such a payment is made to the LS-NYC fiscal department at least two (2) weeks prior to termination.

(C) Notwithstanding the above:

- 1.** No employee will be paid for more than forty (40) accumulated annual leave days during the period beginning one (1) month prior to resignation and continuing subsequent thereto. All days above forty (40) will be forfeited.
- 2.** No employee will be paid for more than forty (40) accumulated annual leave days upon termination, other than resignation. All days above forty (40) will be forfeited.

(B) Leaves of Right

See also § 17.1(B) and 17.1(C)

1. Parenthood leave - see § 6.9
2. The President of the Union is entitled to two (2) leaves of absence per year without pay, upon one (1) month's written notice. Each leave shall not be for less than one month.
3. An employee is entitled to a leave of absence with pay if the employee has been employed for four (4) full years, computed on the following basis:
 - (a) An employee who was hired after a break in service due to

office quota, the employee with the longer period of consecutive employment in the office shall be allowed to take the first leave. This total of three (3) may include no more than two (2) attorneys.

(C) Insurance Coverage

The Employer will continue insurance coverage, to the extent permitted by the insurer, for employees on any unpaid leave, at the employee's expense and upon advance written request accompanied by payment of the first premium involved. It is the understanding of the Employer and the Union that the plan in effect as of December 1, 1977, permits such coverage.

6.9 Parenthood and Maternity Disability and Leave

(A) Maternity disability shall be treated the same as all other disability for purposes of leave and benefit provisions.

(B) Upon thirty (30) days notice, when it is foreseeable (or as soon as practicable when 30 days notice is not practicable), of intent, and upon three (3) week's notice of the specific proposed starting date, an employee, male or female, shall be entitled to a leave of absence of up to twelve (12) months for a new child of said employee. She or he may apply accrued annual leave and up to 20 accrued sick days against the parenthood leave, to be taken as full or half days. She or he will also be entitled to one additional month of health insurance coverage above the coverage required under the Family Medical Leave Act.

(C) Parenthood leave shall be available to parents of newborn or newly adopted children. Parenthood leave shall also be available to the employee whose domestic partner is the biological or adoptive parent of the child.

(D) For all parenthood leaves, a date certain shall be set for the employee's return to employment. However, if the employee's line is vacant, he/she may return on an earlier date. If return on the prearranged date is impossible, and reasonable notice is given, the employee may return to work up to two (2) weeks later.

(E) Any employee who desires to work part-time during the term of any parenthood leave shall be permitted to do so, if a position is available. The Project Director may agree to employ the employee on a part-time basis if such employment is feasible and reasonable to the working of the project.

(F) LS-NYC shall provide paid parental leave according to the following schedule:

After 1 year of service: 3 weeks

After 3 years of service: 6 weeks

Such leave may be taken in full or half days and shall run concurrently with FMLA leave and with the leave of absence described in **Section 6.9 (B)**.

7.0 JOB TENURE

7.1 Termination After Two Bar Failures

A Law Graduate, even when a probationary employee, may not be fired solely for first failure of the bar exam. However, employees who have failed the bar exam on two occasions shall be terminated, except upon waiver of this provision by the Executive Director. To obtain this waiver, the Project Director must submit a written recommendation to the Executive Director within thirty (30) days after publication of the results of the most recent Bar Exam on the New York Board of Law Examiner's Website. A request for a waiver must state a description of the duties the employee will perform, the employee's usefulness to the program and the program's need to retain the employee. In the event that the Project Director decides not to request a waiver, he/she shall so advise the Executive Director in writing.

7.2 Termination after Two Failures of Required LMSW Exam

A social worker who is hired for a position for which the employer requires certification as an LMSW, but who does not have that certification must take the qualifying exam as soon as is feasible. The employee may not be fired solely for first failure of the LMSW licensing exam. However, employees who have failed the exam must take the exam again as soon as feasible and an employee who fails the exam on two occasions shall be terminated, except upon waiver of this provision by the Executive Director. To obtain this waiver, the Project Director must submit a written recommendation to the Executive Director within thirty days after notification of the results of the most recent licensing exam. A request for a waiver must state a description of the duties the employee will perform, the employee's usefulness to the program and the program's need to retain the employee. In the event that the Project Director decides not to request a waiver, he/she shall so advise the Executive Director in writing.

7.3 Reggies

- (A) If a Reginald Heber Smith program offers to renew the contract of a Fellow assigned to the Employer, the Employer agrees to accept the renewal.
- (B) If a Fellow is admitted to the Bar and has been rostered before or during the term of his/her Reggie Contract and that contract is not renewed, the Fellow shall have a right to the first vacant attorney line in the program in which he/she worked as a Fellow. Such a right must be exercised within a reasonable period of time.
- (C) When such a Fellow moves to a Staff Attorney line in the same program, his/her benefits of employment shall not be impaired or reduced by such a move. Upon termination of employment for any reason, including the termination of his/her Reggie Contract, the Fellow shall receive the same payout benefits due any other terminated employee under the Agreement.

7.4 Accrual of Seniority During Leave

An employee shall be deemed to be accruing years of service credit while on a leave of absence taken as of right, and for no more than a total of twelve (12) months while on a discretionary leave, for all benefits related to or dependent upon length of employment, with the following exceptions: Such credit shall not accrue during a discretionary leave commenced when the employee has less than two (2) years of employment exclusive of

unpaid leave. Such credit shall not accrue during a leave as of right commenced when the employee has less than one (1) year of employment exclusive of unpaid leave. However, length of service credit will accrue for leaves in effect as of October, 1977.

7.5 Increase in Years of Service for Non-Salary, non-18.4B, Purposes

For purposes other than implementing salary step increases, each employee shall be credited with an additional year of service on the anniversary of his or her hire, effective on the first day of the month of his or her hire. (see also section 18.4)

7.6 Years of Service Unaffected by Transfer

The length of service and all benefits flowing there from of an employee who moves between Constituent Corporations or between LS-NYC Central Administration and a Constituent Corporation shall not be impaired by such a move.

7.7 Layoffs

See also side letter re: § 7.3(D) and § 7.3(E) contract 03/06

(A) Generally

Layoffs shall only be implemented for good faith economic or business related reasons. Should the Employer ("Employer" includes any or all of the entities referred to in the preamble to the Agreement, whether acting singly or in concert) determine to implement layoffs, the following shall apply:

1. Layoffs shall be implemented within classification within each project. The Project Director shall determine the employees to be laid off within each classification as follows:
 - (a) Within each classification, employees with less than one (1) year of seniority in the classification shall be laid off first, their order of selection to be determined as provided in § 7.3(A)(1)(b) below. After this group of employees is wholly exhausted, layoffs shall be made from among the employees with less than three (3) years of service within the classification, their order of selection to be determined as provided in § 7.3(A)(1)(b) below, then from employees with less than 8 years in the classification; then from employees with less than 13 years in the classification; then from employees with less than 18 years in the classification. Employees with 18 or more years of service will be laid off in seniority order only, except with respect to an affirmative action consideration as discussed below.

Notwithstanding the requirement to exhaust the classification pool of employees in a lower seniority group before the layoff of an employee in a higher seniority group, the Project Director, because of an affirmative action consideration, may retain an employee or employees in a lower group or groups in the classification while employees in a higher group or groups in the classification are laid off.

- (b) Layoffs within each seniority group shall be implemented in inverse classification seniority order, except that the Project Director when considering the entire seniority group of employees in the classification shall consider affirmative action and may vary from seniority order either

- (i) because of an affirmative action consideration or
 - (ii) because of relevant foreign language skills needed for client services. The employer shall have the burden of proof of demonstrating that the foreign language skills of the person are needed for client services and a variance from seniority order under this provision may not be applied to more than one person per language per year per program and may not be used for more than two languages in the same program per 12 month period. Or
 - (iii) because of other unique skills or knowledge of substantive law needed for a particular position as reflected by a requirement of a contract or grant from a funder that cannot with a good faith effort be modified. However, a variance from seniority under this provision may not be applied to more than one person per program per 12 month period.
2. In the event the Union seeks to arbitrate a layoff out of inverse seniority order, any such arbitration shall utilize the expedited grievance procedure under **§ 8.2(B)** without the stay provision.
 3. A supervisory, managerial or other non-bargaining unit employee who returns to or assumes a bargaining unit position, shall be granted full credit for employment in such a non-bargaining unit position for all purposes for which length of employment may be relevant under the Agreement.
 4. Employees on leave of absence shall be considered active employees in the classification in which they were employed at the time they began their Leave of Absence.
 5. An employee and the Union delegate and LSSA President shall be provided with thirty (30) days notice of employee's layoff (notice of layoff). Said notice shall state the nature of the economic or business related reason for the layoff. At least twenty (20) days prior to providing a notice of layoff(s) to an employee or employees, the Employer will notify the Union delegate that a layoff or layoffs will be implemented for good faith economic or business related reasons (notice of intent to layoff). The Employer shall consider any alternative proposals provided by the Union. The presenting of such proposals and/or the Employer's considerations with regard thereto shall not in any way interfere with or restrict the Employer's right to effectuate the layoff(s) as scheduled.

If within five (5) days of the notice of intent to layoff, the Union delegate and LSSA President request to bargain over alternatives to layoff, bargaining shall commence. Either party shall have the right to declare an impasse. After impasse, or when the twenty (20) days of notice of intent to layoff has expired, whichever is later, the Employer can implement layoffs. The Union will retain the right to grieve and arbitrate the issue of whether layoffs are being implemented for good faith economic or business related reasons.

6. For purposes of this provision, Legal Services Assistant and Senior Legal Services Assistant and Staff Attorney and Senior Staff Attorney shall each be considered one classification.
7. If an Executive Secretary is scheduled to be laid off he/she has the option of “bumping” the Staff Secretary in the project with the least seniority, if the Staff Secretary has less seniority than the Executive Secretary. An Executive Secretary exercising this right to bump shall be placed at the same step of the Staff Secretary salary schedule as his/her step on the Executive Secretary schedule.
8. After the Employer schedules a layoff, whether or not the specific employee has yet been named, an employee in the classification may elect to volunteer to be laid off and such election shall be honored, and retain his/her eligibility for severance pay.
9. The Employer need not layoff “Reggies” when making layoffs so long as 80% or more of the funding for the “Reggie” is secured from the Reggie program or other outside sources.
10. Classification seniority shall be defined as an employee’s entire period or periods of active employment in the classification within any Project. Classification seniority shall include Reggie and/or VISTA time with the Employer in the same classification. An employee designated to be laid off who was promoted from another classification shall be given seniority credit for 50% of his/her time in such prior classification, for purposes of the layoff provision.
11. Employees retained after a layoff may be assigned to a different office within the project because of workload and/or staffing considerations.

(B) Redesign

1. Program redesign decisions mean general policy decisions to fundamentally restructure the program as a whole, within the sole authority of the Board, as determined by the Board. Program redesign decisions shall not include decisions relating to day-to-day matters involving the operation of the program.
2. It is recognized that before the Board of Directors exercises its decision making prerogatives with regard to program redesign, it should seek input from the employees of the program. To that end, one of the following procedures shall be followed:
 - (a) A draft of the proposal for redesign, merger, reorganization, consolidation, or other successor agreement(s) will be distributed to the Union three (3) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. Where practical, the draft will be distributed up to six (6) weeks in advance of the Board of Directors meeting at which the proposed plan is to be discussed. In order to insure that the Board members considering the issue have the opportunity to engage in a meaningful discussion with the Union at that meeting with regard to any proposed changes submitted by the Union with regard to the proposed plan, all comments must be submitted, in writing, at least one (1) week prior to the scheduled meeting.

(b) If the Board of Directors determines to develop its redesign plan in consultation with representatives of the employees, whether through public hearings, multi-lateral ad hoc committees or otherwise, in lieu of the procedure in paragraph one (1) above, the product of that consultative process will be distributed at least ten calendar days prior to the meeting at which the proposal is to be considered and decided upon. All comments on that proposal shall be submitted in writing at least five (5) calendar days in advance of that meeting.

3. Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the merged, reorganized, consolidated or successor entity or entities shall recognize the Union as the collective bargaining representative of the employees covered herein and be bound by the terms or the collective bargaining agreement in effect at the time of the merger, consolidation, reorganization or other successorship for the remainder of the period of the agreement.
4. Employer will include in any merger, consolidation, reorganization or other successor agreement(s) the requirement that the acquiring entity or entities retain the employees by seniority.
5. The Employer will provide the Union with written notice that it has complied with § 7.7(B)(3) and § 7.7(B)(4) at least thirty (30) days before the agreement(s) go(es) into effect, if practicable; however, in no event fewer than ten (10) days before the agreement(s) go(es) into effect.

(C) Severance

1. An employee who is laid off shall be entitled to severance pay according to the following schedule:

At Least Six Months:	One Week
At Least One Year:	Two Weeks
At Least Three Years:	Three Weeks
At Least Four Years:	Four Weeks
At least 5 Years:	Five Weeks
At least 10 Years:	Six Weeks
At least 15 Years:	Seven Weeks
20 Years and over:	Eight Weeks

Further, an employee who is laid off shall be entitled to receive a continuation of his/her previous health insurance coverage to be paid by the Employer according to the following schedule:

One Year of Employment:	Two Months of Health Care
Two Years of Employment:	Three Months of Health Care
Three Years of Employment:	Four Months of Health Care
Four Years of Employment:	Five Months of Health Care
Five Years of Employment:	Six Months of Health Care
Six Years of Employment:	Seven Months of Health Care
Seven Years of Employment:	Eight Months of Health Care
Eight Years of Employment:	Nine Months of Health Care
Nine Years of Employment:	Ten Months of Health Care

Ten Years of Employment:	Eleven Months of Health Care
Fifteen Years of Employment:	Thirteen Months of Health Care
Twenty Years of Employment:	Fourteen Months of Health Care
Twenty-five Years of Employment:	Fifteen Months of Health Care

In order to receive continued health care coverage, a laid-off employee shall certify each month that he or she is not otherwise eligible for health care coverage from another source that is substantially equivalent to the health benefit plan the employee was receiving prior to the lay-off.

2. An employee who receives severance pay and is subsequently recalled shall, for purposes of future severance pay entitlement only, have his/her seniority computed from the date of reemployment.
3. An employee who would otherwise be laid-off because of his or her seniority position will not be laid off while on a leave of absence and shall not be entitled to severance during the term of the leave. If, but for the leave of absence, the employee would have been laid off, the employee will be sent a notice of impending lay-off stating the date the employee would have been laid off had she or she not been on leave of absence. If the employee intends to return to LS-NYC from his or her leave of absence, no less than 2 weeks prior to the expiration date of the leave of absence, the employee shall certify in writing to the employer that he/she intends to return to work. If on the date the employee is scheduled to return from leave, the employer cannot reinstate the employee as an active employee for the reasons for which he or she would have been laid off but for the leave of absence, he or she will be laid off at that time and will then be entitled to the severance benefits he or she would have been entitled to under § 7.7 (C) at the time he or she would have been laid off or their cash equivalents. However, the effective date of the layoff for recall purposes will be the date the employee would have been laid off had he or she not been on leave of absence. Recall for the position shall be determined in accordance with § 7.7 (D).

(D) Recall Rights

1. A laid off employee shall have recall rights to a position in the same classification within his/her program in inverse order of the order of layoff, i.e., the last laid off shall be the first recalled. Recall rights to a particular position are contingent on the employee's ability to satisfactorily perform the duties of the position without retraining. Recall rights shall exist for the lesser of twelve (12) months or the length of the employee's seniority. However, recall rights for employees with 13 or more years of experience who are laid off out of seniority under the provisions of §7.7(A)(5) shall exist for eighteen (18) months.
2. A laid off employee and the Union shall be notified of recall by certified mail to his/her last address of record or by personal telephone communication and shall have one (1) week from said notice to advise the Project Director whether he/she will accept the recall. An employee accepting the recall shall have two (2) additional weeks to a total of up to three (3) weeks from receipt of the notice to report to work unless the

Employer, in its discretion, agrees to a later date. An employee who does not accept a recall offer or who does not report on the designated date shall go to the bottom of the recall list.

(E) Hiring Preference for Laid Off Workers

The following provision shall apply to an employee who has been laid off and remains on the recall list, or to an employee who is scheduled to be laid off on a date certain. All references below to a “laid off employee” shall be deemed to include both categories referred to in the preceding sentence.

1. A laid off employee shall have the right to apply to fill a posted job vacancy in any of the Employer’s programs or projects and shall be considered along with employees in the bargaining unit, if any, who have applied for the vacant position.
2. The Employer shall select the most qualified among qualified employee applicants and may take affirmative action into consideration. It is intended that under these provisions, assuming at least one of the employee applicants is qualified, the vacancy will be filled without comparing employee applicants to outside applicants. If there is no qualified laid off employee applying for the vacancy, this provision shall not be applicable and the provisions of **Section 15.4(A)** shall continue to govern the application of any active employee for the vacancy.
3. A laid off employee who successfully bids for another position in another program or project shall carry his/her seniority into the new position.
4. A laid off employee who successfully bids for a vacant position in the same classification in another program shall carry his/her own salary rate into such position. A laid off employee who successfully bids for a vacant position in another classification in another program shall be paid the rate applicable to such other classification, assuming the same number of years of seniority as he/she had in the prior classification.

(F) Financial Disclosure

LS-NYC and each local project shall provide the Union with the following information:

1. Approved annual budgets and any approved revisions to such budgets shall be given to the Union within one week after such budgets are approved; and
2. On a quarterly basis, beginning with the quarter ending December 31, 1993, the Union shall be given financial reports for LS-NYC and each OLSC, which include actual income and expenses, for the preceding quarter including a statement of budget variance.
3. The Employer agrees to provide the Union with the names, salaries or other remuneration, dates of employment and work responsibilities of all non-collective bargaining unit employees as well as, but not limited to, consultants, independent contractors and non-collective bargaining unit temporary workers. Exempt from this section is information related to the fees paid to the Employer’s legal counsel. A report of this information shall be provided to the Union on a quarterly basis.

matter and must render a decision expeditiously. A continuance may be granted except upon mutual consent of the parties. Failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.

3. Within thirty (30) days of the execution of this Agreement, the Employer and the Union shall designate jointly a panel of arbitrators from which the arbitrator to hear a grievance pursuant to this section shall be chosen.

- (E) If the Executive Director denies an employee certification of eligibility for employment in a particular position within the bargaining unit, and if one or more members of an advisory body constituted by the Executive Director to make recommendations to him/her regarding the employee's eligibility shall conclude that said member would be prepared to hire the employee for the position sought if he/she had such a position available, and if the Executive Director or Managing Attorney states in writing that the employee will be hired in the position sought if certified as eligible by the Executive Director, then the Executive Director shall convene a second advisory body for the purpose of making additional recommendations to him/her regarding the employee's eligibility for the position sought. If the Employer shall so modify or change procedure for determining eligibility for employment as to render the above provision inapplicable, then a similar provision shall be negotiated between the parties.

- (F) The following procedure shall govern any case involving grievance:

Step 1. Upon the filing of a written grievance, the grievant has immediate

Once the grievant and his/her project director meet the review of cases to determine the appropriateness of the grievant's caseload shall be completed within five (5) days. Thereafter, the project director shall have three (3) days in which to render a written decision. If the grievant's project director does not schedule a case review within five (5) days or a written decision is not rendered within three (3) days the grievant shall be permitted to proceed to Step 3 of this process as if the grievance was not adjusted at Step 2.

If at the case review it is determined that the grievant has more cases than he/she can competently handle, the grievant's caseload shall be reduced to a level that he/she can competently handle.

Step 3. If the grievance is not adjusted at Step 2, the grievant may submit the matter to binding arbitration within ten (10) days. An arbitrator selected to hear a case hereunder shall schedule a date within one (1) week to hear the matter and must render a decision expeditiously. No adjournment may be granted except upon mutual consent of the parties, and failure to appear or proceed by either party shall require the arbitrator to rule against the defaulting party.

Within sixty (60) days of the execution of this Agreement, the Employer and the Union shall jointly designate a panel of arbitrators from which an arbitrator shall be chosen to hear a grievance pursuant to this section. The panel of arbitrators shall consist of former Legal Aid or Legal Services attorneys or other attorneys familiar with the case load demands of a Legal Services attorney.

8.3 Arbitration

- (A) The arbitrator shall be appointed by the American Arbitration Association in accordance with its rules and regulations and such appointee shall be the arbitrator in the matter involved. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the arbitrator shall not have the power to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.
- (B) The expense of any arbitration and the administrative costs of any arbitration shall be shared equally by the Employer and the Union. Attorney's fees and costs of transcripts ordered by one party shall not be shared.
- (C) The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered thereby for any claimed violation of this contract for any and all acts or omissions claimed to have been committed by either party in violation of the Agreement during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate or modify awards or to enforce the no-strike or lockout provision) in lieu of any and all other remedies, forums of law, in equity or otherwise which will or may be available to either of the parties. No individual may initiate the arbitration proceedings.

8.4 Miscellaneous Provisions

- (A) Grievances at all stages may be attended by a Union representative, if any. A copy of the reply to the grievance by the Employer at each step shall be delivered to the employee and the Union representative, if any.
- (B) If a grievance in which salary is involved is resolved in the grievant's favor, pay shall be retroactive to the date the violation occurred.
- (C) At least forty-eight (48) hours notice of a hearing must be given to an employee in grievances not involving suspensions or discharge. If the grievance does involve a discharge or a suspension, said notice must be at least twenty-four (24) hours.
- (D) To guarantee timeliness of the grievance claim, whenever filing or submission is required, it shall be accomplished by receipt of a writing alleging the grievance within the specified period by the appropriate supervisor. Should the supervisor be unavailable, this shall be accomplished by delivery of a copy to a managerial person at any higher step. Filing at a higher step for purposes of timeliness shall not cause the appropriate first step to be skipped.
- (E) When the Executive Director is not available to accept delivery of a grievance, the time limit for filing at that step shall be tolled until he or she is available. Such tolling, however, shall not result in a stay of the action being grieved.
- (F) The grievance procedure set out in this article may be used by any employee covered by this Agreement, or by the Union. Nevertheless, any restriction appearing in other sections of this Agreement which specifically limits who may initiate a grievance under that section, to the Union, shall govern.

9.0 POST-PROBATIONARY DISCIPLINE

9.1 Post Probationary Adverse Employment Action and Performance Improvement Plans

A. No Adverse Employment Action

No adverse employment action may be taken against any non probationary employee except for just cause. An adverse employment action is defined as a warning placed in the employee's personnel file, a suspension or a discharge.

B. Inadequate or Unsatisfactory Job Performance

When the employer believes that the quality of an employee's job performance is inadequate or unsatisfactory, such that it rises to the level of just cause for adverse employment action, the following procedures shall apply:

1. The employer, working with the employee, shall identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings. The employer shall provide the employee with a written Performance Improvement Plan (PIP) that sets forth a) the specific perceived deficiencies in performance and expectations for adequate performance, b) the measures that the employer and the employee will take to cure the deficiencies, c) a

statement that the employee has at least 3 months to correct those deficiencies to a satisfactory level, and d) the consequences of failing to do so. A PIP is intended to serve as a warning. During the period specified in the PIP, and during any extension of that period at the employer's sole discretion, it shall be the responsibility of the employer to make reasonable support and resources available to carry out the measures identified, and it shall be the responsibility of the employee to cooperate fully with this approach.

2. The Employer will meet with the employee to discuss the PIP during the period established for correcting shortcomings and will advise the employee concerning the progress that is being made.
3. The Employer's obligations under this section do not extend to warnings that address work rule violations including but not limited to absenteeism, lateness, or failure to comply with office procedures, nor to warnings that address behavioral issues that may not lend themselves to such an approach. (See also 12.9).

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- a. A grievance over a PIP need not be filed prior to the end of the designated period, other deadline provisions notwithstanding. In no event may such grievance be filed later than a timely grievance filed after the employee has been notified of further adverse action to be taken that relies on the PIP. Such a grievance may be pursued through all steps up to and including the Executive Director level. If the grievance is not adjusted at this level, the Union may notify the Employer of its intention to submit the dispute to arbitration in writing within twenty business days of the Executive Director decision. In no case will the parties proceed to arbitration prior to the conclusion of the period set forth in the PIP.
 - b. At the conclusion of the period set forth in the PIP, the Employer will advise the employee as to whether and to what extent the objectives of the PIP have been met and whether the Employer intends to take further adverse action. If no further adverse action is to be taken that relies on the PIP, the PIP shall be removed from the employee's personnel file and any pending grievance on the issuance of the PIP shall be withdrawn. If a further adverse action is to be taken that relies on the PIP, the employee shall be given no less than four weeks notice of the effective date of the adverse action. The standard procedures set forth in Article 8 shall apply to a grievance over this action. If the grievance on the further adverse action is not adjusted at the Executive Director level, the Union may submit the dispute to arbitration under the regular or the expedited arbitration rules of the AAA within ten (10) business days of the Executive Director decision, as set forth in Article 8.2(B). The grievance over the PIP and the further adverse action shall be consolidated.
5. A post probationary employee will not be discharged for inadequate job performance without having received at least one prior unsatisfactory evaluation pursuant to 12.9(F).

C. Employer Misconduct/Gross Misconduct

1. When the employer believes that just cause exists to discharge an employee based on a repeated course of conduct or a single act or omission that does not constitute gross misconduct, the Employer must issue a written warning to the employee, specifying the conduct which constitutes the just cause for discharge.
2. When, after a warning under § 9.1(C)(1), an employee continues in a course of conduct or acts again in a manner that gives rise to just cause for discharge, or when an employee commits an act or omission that constitutes gross misconduct, the Employer shall give to the employee and to the Union no less than two (2) weeks written notice of its intention to discharge the employee. It is understood that, except in cases of gross misconduct, just cause shall require at least one prior warning for a related offense. The employee shall receive two (2) weeks pay before the discharge becomes effective, plus accrued annual leave. In lieu of two (2) weeks notice, the Employer may give the employee two (2) weeks pay, plus accrued leave time.
3. When the Employer shall claim that just cause based upon gross misconduct exists to suspend an employee, the Employer may do so immediately, for a maximum of five (5) days.
4. When the Employer shall claim that just cause based upon conduct other than gross misconduct exists, the Employer must first issue a warning. If the conduct persists, the Employer may suspend the employee for no more than five (5) days after having given one (1) week's notice.
5. A written statement of the reasons for the suspension alleging just cause shall be delivered to the employee and to the Union in the notice, or in the case of an immediate suspension, within twenty-four hours after the suspension. Such a written statement may constitute a warning, under this section, if it so states.

9.2 Warnings; Acknowledgement

Any warning issued hereunder, if it is to serve as the basis of a disciplinary action, must show an acknowledgment of receipt by the employee or a statement by an Employer representative that the employee refused to acknowledge receipt.

9.3 Warnings; Expired & Expunged

An employee who has received a disciplinary warning notice shall have such notice expunged from his/her file, if, after eighteen months from receipt of said notice, the employee has not received any other written disciplinary notice. It is understood that a finding of Sexual Harassment, as provided in LS-NYC's Sexual Harassment Policy, that has not been overturned, will not be expunged during an employee's term of employment.

9.4 Approval of Discharge or Suspension

Any discharge or suspension must be approved in writing by the Project Director before it becomes effective.

9.5 Substance Abuse/Mental Health

The parties agree that the performance or behavioral problems of an employee caused by substance abuse or mental health problems require the Employer to exercise particular sensitivity. Moreover, the Employer recognizes the desirability of rehabilitation rather than discipline. Notwithstanding the above, the Employer reserves the right to discipline for just cause. The Labor-Management Committee shall explore the development of a program in furtherance of this policy.

10.0 PROBATION

10.1 Probation Generally

All employees shall be hired on a probationary basis.

10.2 Length of Probation

(A) According to Job Category

- 1.** The probationary period for Attorneys admitted to the bar at the time of employment shall be six (6) months
- 2.** The probationary period of a law graduate, not admitted to the bar when hired, shall be three (3) months. Upon completion of the three months, the Law Graduate will be a non-probationary Law Graduate. Upon admission to the Bar, the Law Graduate will have a probationary period of six (6) months less the amount of the probationary period that he/she already served.
- 3.** The probationary period of MSWs and Legal Services Assistants shall be four (4) months.
- 4.** The probationary period for all other employees shall be three (3) months.

(B) Tolloed by Suspension or Unpaid Leave

Any period during which an employee is suspended or on unpaid leave will be added to the probationary period.

(C) Extension of Probation

The probationary period may be extended by consent of Employer and Union.

10.3 New Probation After Promotion

(A) Passing

An employee who is promoted to a higher position within the bargaining unit shall be subject to a probationary period of two worked months regarding the new job duties of the promoted position. An employee who remains in the promoted position after the expiration of the probationary period shall be deemed to have qualified for the promoted position.

(B) Failing

If an employee described in § 10.3(A) fails to adequately perform the new job duties of the promoted position to the satisfaction of the Employer or if the employee wishes to return to the former position during the probationary period, he/she shall return to the former position on at least four (4) weeks' notice, except that if an employee has moved to a higher level position outside his/her corporation and desires to return to the original corporation, the employee shall have a right to so return during the probationary period if the former line or

position is still vacant at the time the employee gives notice of his/her intention to return to the former position. Otherwise, he/she may only return at the Project Director's discretion.

(C) Social Work Position

A legal worker who accepts a Social Work position outside his/her present corporation, shall be subject to a four (4) month probationary period. A legal worker who accepts any position other than a Social Worker position outside his/her present corporation shall be subject to a two (2) month probationary period.

10.4 Discharge During Probation

(A) Cause

1. A probationary employee may be discharged at any time during the probationary period. The discharge shall be grievable through the Executive Director level but shall not be arbitrable. It is expressly understood that the discharge of a probationary employee may be for either objective or subjective job-related reasons which would not be considered "just cause" for a post probationary employee. A discharge occurs within the probationary period if the notice is given during the period. If the employee submits a written request, the Employer shall give the reason for the termination in writing within five (5) days of such request.
2. The grievance mechanism is otherwise available during the probationary period.

(B) Notice/Severance

An employee who is terminated during the probationary period shall be given no less than two (2) weeks' notice in writing, unless, because of gross misconduct, the decision is made to terminate his/her employment in a shorter period of time, in which case the employee shall only be paid for the days until his/her termination.

11.0 PERSONNEL RECORDS

11.1 Right to Review

An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. This right of review extends to any and all personnel records or files mentioned in this article. Copies of all written material provided to a third party, except references, shall be mailed to the employee involved.

11.2 Concerning Performance or Character

It is understood that LS-NYC, as Employer, maintains personnel records on employees containing only fiscal information and administrative information necessary for fiscal reasons. Only the delegate agency, as Employer, or any other program, division or project as Employer, may maintain personnel files on employees containing documents relating to performance of his/her duties or character.

11.3 Right to Receive Copies and Respond

An employee shall be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her personnel file, and shall have the right to have placed in such file, his/her statement concerning any such document. This copy shall be given within twenty (20) days either by hand (with an acknowledgement by the employee) or by mail (return receipt must be used in this instance).

11.4 Grievance and Remedy

An employee shall have the right to grieve the placing of any document in his/her file regarding performance of his/her duties or character. The grievance may be based on the substance of the document or failure of the Employer to comply with service provisions of § 11.3 above. Should the grievance be sustained, then the remedy is expungement.

11.5 Disclosure

(A) Generally Prohibited

Nothing shall be disclosed from such files to third parties without the express or implied consent of the employee or under legal process. It is recognized that an employee who lists LS-NYC as a current or past Employer is impliedly consenting to LS-NYC's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to LS-NYC's disclosure of salary and employment information. A disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this article.

(B) During Grievance

During the pendency of a grievance, the Employer is stayed from disclosing the contents of the document being grieved to a potential employer. Should the grievance not be sustained, then the employee shall have the right to have placed in the file his/her statement concerning the document and any disclosure made to a potential employer which includes the document referred to herein shall also include said employee statement.

(C) When Disclosure Is Permitted

Appropriate persons within the LS-NYC system, an arbitrator in a matter involving the Employer or the Union or any of its members, or for the purpose of obtaining information relevant to the regulation or supervision of the LS-NYC program, government agencies involved with the regulation or supervision of the LS-NYC program, shall not be considered third parties.

(D) Disclosure to Union

1. Basic Information

The Employer shall provide the Union with the following information in writing for each employee who is in the bargaining unit employed at the effective date of this contract (only as to information described in e and f below) and, on the date of hire for each employee subsequently hired, or later if relevant:

- a. Name of employee
 - b. Date of hire
 - c. Job Title
 - d. Salary
 - e. Whether the salary was modified in the Employer's discretion pursuant to provisions of this contract or otherwise. This includes modifications both at time of hire and during the term of employment.
 - f. Termination date or date of beginning of unpaid leave.
- 2. Personnel Action Forms**
- The Employer shall also forward to the Union a copy of each Personnel Action Form (on employees within the bargaining unit) on the day such personnel action is approved by LS-NYC.

12.0 TRAINING, SUPERVISION AND EVALUATION

12.1 Employer Obligations

The Employer recognizes appropriate training for all staff members as a fundamental element of its responsibilities. Such training will be developed in conjunction with the Training Committee and administered by the Employer during the term of this arrangement. Such training will include, but not be limited to, participation in training events run by the Legal Services Corporation to the extent permitted by the Corporation, participation in training events offered by other organizations if the Employer reasonably deems such training appropriate, and participation in training events administered by the Employer, including initial orientation, citywide training programs, and local office training programs, and local office training and supervision as described in the following provisions.

12.2 Union Obligations

The Union recognizes appropriate training as a fundamental element of employee working conditions. It undertakes to participate fully, through the Training Committee, in the development of recommendations for training events to be administered by or utilized by the Employer and as reasonably requested, in the implementation of such training events. All employees have the obligation to participate as fully and completely as they are able and as the Employer authorizes, in appropriate training events administered or utilized by the Employer.

12.3 Training Committee

The LS-NYC Training Committee, consisting of equal numbers of voting members representing the Employer and the Union (but not less than a total of six (6)), shall develop recommendations for training events, evaluate training events that are conducted, and consult with Employer and employees concerning training needs. Union representatives shall be given reasonable release time to prepare for the participation in Training Committee activities.

12.4 Initial Training and Orientation

All employees shall be offered and shall participate as able in initial training and orientation, as follows:

12.8 Training Sessions

(A) Notice of Sessions

Where possible, thirty (30) days' notice of all training events shall be given. The notice will be distributed to all members of the Training Committee and mailed to the Union office as soon as received by the Employer.

(B) Permission & Reimbursement for Sessions

1. Neither permission to attend training sessions, nor reimbursement for costs associated with training sessions, shall be unreasonably denied. Denial to attend a session, the subject matter of which does not directly relate to the employee's duties shall be reasonable if said denial is due to class size or

- (B) On an annual basis, each employee shall receive from the Employer a statement, based upon supervisory contacts with the employee, regarding the employee's performance at the time and whether it is satisfactory. This statement shall be placed in the personnel file. This obligation cannot be satisfied with the earlier statements mentioned in § 12.4.
- (C) All employees who are responsible for casehandling are entitled to post-probationary reviews of their caseload by a supervisor with reasonable frequency, as required. The purpose of this review shall be to develop recommendations for additional training of the employee, to provide specific advice or training with regard to particular cases and to give the employee feedback regarding the Employer's appraisal of his/her performance.
- (D) Evaluations of an employee's performance should, when feasible, be made by a supervisor with reasonable knowledge of the employee's job performance.
- (E) An employee shall be given a draft copy of his/her evaluation and an opportunity to meet with his/her supervisor to discuss the evaluation before it is finalized. At the employee's request, the final evaluation shall make note of the employee's comments. An evaluation shall not serve as a warning. If an evaluation serves as the basis of a warning, a separate warning shall be issued.
- (F) Any evaluation containing a less than satisfactory rating of an employee's performance shall inform the employee of the changes required to correct the identified problem. The employer, working with the employee, shall identify measures that may be reasonably expected to enable the employee to cure the specific shortcomings and shall allow the employee a reasonable period of time to correct those shortcomings. It shall be the responsibility of the employee to cooperate fully with this approach. It shall be the responsibility of the employer to make reasonable support and resources available to carry out the measures identified. It is understood that the employer's obligations under this section do not extend to evaluations that address work rule violations including but not limited to absenteeism, lateness, or failure to comply with office procedures or to warnings that address behavioral issues that may not lend themselves to such an approach.
- (G) An evaluation may not be arbitrated absent an adverse action that relies upon the evaluation, the more general provisions of 11.4 notwithstanding.
 - a. A grievance filed over such an evaluation need not be filed prior to notice from the employer of intent to rely upon it for an adverse action, other deadline provisions notwithstanding. Such a grievance may be pursued through every level up to and including the Executive Director level. If the grievance is not adjusted at this level, the Union may notify the Employer of its intention to submit the dispute to arbitration in writing within twenty business days of the Executive Director decision. The parties will not proceed to arbitration until and unless an adverse action is taken which relies on the conclusions of the evaluation.

- b. If an adverse action is taken that relies on the evaluation, the procedures set forth in Article 8 shall apply to a grievance over that action. If the grievance on the adverse action is not adjusted at the Executive Director level, the Union may submit the dispute to arbitration under the regular or expedited arbitration rules of the AAA within ten business days of the Executive Director decision, as set forth in Article 8.2(B). The grievances over the evaluation and the adverse action shall be consolidated.

(H) Clinical Social Work Supervision

Clinical social work supervision, defined as educational and consultative support for Masters level social workers, shall be provided for the purpose of:

1. Deepening the learning of clinical skills, knowledge, and supportive tasks while developing self-awareness;
2. Helping the social worker learn how to provide specific services for specific clients; and
3. Providing expert case consultation.

At the request of the employee, clinical supervision shall be provided for up to 4 hours monthly for MSWs. Clinical Supervision is not intended to mean supervision as commonly defined in labor law.

12.10 Fundraising for Training

The Training Committee and the Employer shall develop proposals to obtain additional training funds from any source, including the Legal Services Corporation.

12.11 Fundraising for Tuition Reimbursement

The Employer shall make best efforts to secure funds from whatever source for tuition reimbursement for job-related courses the employees attend and pay for themselves. Within three (3) months of the signing of this Agreement, the Training Committee shall promulgate an extensive, but not exclusive, list of approved courses and schools.

12.12 Guide to Referrals

The Training Committee shall prepare and distribute for use by all offices on or before December 1, 1980, a guide as to how, when and where to refer clients. The guide shall be updated as necessary. The substance of this manual shall be part of the orientation process outlined above.

12.13 Training Grievances

Any grievance filed pursuant to the training article shall be filed by a Union delegate or by a member of the Union's Executive Committee. Failure to provide appropriate training is not a defense to discharge or suspension, except if the discharge or suspension of cause is directly related to the subject of a training event required by this contract and the employee was denied the opportunity to participate in such a training event.

Any request to attend a training session must be responded to within five (5) days. Any grievance filed over the refusal of permission to attend a training session, where the grievance would be mooted by the passage of time required for the normal grievance procedure may be filed pursuant to the expedited grievance procedure under § 8.2 without the stay provision.

13.0 OFFICE CONDITIONS

13.1 Compliance With Codes; Cleaning

The Employer will make its best efforts to comply with all applicable building and health codes, particularly those relating to heat, as soon as potential or actual violations come to the Employer's attention. Each office will ensure that all common spaces in offices, including bathrooms, kitchens and storage areas that exist within commonly used office space, will be cleaned as necessary on a regular basis.

13.2 Temperature, Water, Toilets

If on any date, the temperature in an office is below 62 degrees Fahrenheit, an employee may give notice of this condition to his/her managerial supervisor, his/her Project Director, the Executive Director, or their respective designees. Such notice may not be given prior to the start of the normal business day. If the temperature remains below 62 degrees for greater than one (1) hour after said notice, then upon approval of the person notified above, the employees of that office may leave work and receive full pay for that day. The sole ground for denial of permission to leave work pursuant to this section is that the temperature in the office is in fact above 62 at the end of the hour. The Employer will use its best efforts to ensure proper functioning and expeditious repair of air conditioning, equipment and facilities, including running water and toilets. Best efforts shall include, but not be limited to, calling for repairs within one (1) hour of notice to a supervisor within the office of the condition. In the absence of readily accessible functioning toilets within the building for at least 3 hours after the Employer has been given notice, or if the office temperature exceeds 90 degrees for at least 3 hours after the Employer has been given notice, the Employer shall either permit the employees to be released with pay or have them reassigned to other appropriate work locations. Any legal worker so reassigned shall be reassigned within the program or borough of regular employment.

13.3 Partitions

In order to ensure maximum privacy for clients and to preserve the attorney-client privilege, the Employer agrees to construct floor to ceiling partitions for the offices of all case handling staff where architecturally feasible. The feasibility of such construction may be limited by the cost relating to lighting and airflow.

13.4 Office Health and Safety

The Employer and Union agree to participate in a joint Union/Management Occupational Safety and Health Committee ("OSHA Committee") which will consider matters relating to occupational safety and health. The OSHA Committee will consist of six (6) members, three (3) union and three (3) management.

- (A) (i) The Employer will provide training to staff to promote a safe, nonviolent atmosphere in the offices. Trainers will include outside professional experts.

- (ii) The issues considered by the OSHA Committee shall include, but not be limited to, computer technology, toxic contamination, ventilation, air-conditioning, lighting, heating, plumbing, elevator service, security, security-related training, including training to handle emotionally disturbed and violent clients.
- (B) The Committee will produce proposals with respect to occupational safety and health which the committee believes would improve the occupational health or safety of the workplace.
- (C) The Committee will meet with the Executive Director and any additional representatives designated by the Union to discuss the proposals and their implementation.
- (D) The Executive Director will then adopt standards to be employed in LS-NYC.
- (E) As office equipment is replaced through purchase, it shall be replaced with ergonomically safe equipment as reflected in standards recommended by the Labor Management Committee. In the event of a dispute over what constitutes ergonomically safe equipment, the Labor Management Committee established under §1.6 of the CBA will evaluate the proposed equipment and make recommendations to management as to what constitutes ergonomically safe equipment. It is understood that donated furniture or equipment will be treated as existing, and not replacement, furniture or equipment under this section. No employee will be required to use ergonomically unsafe equipment at his or her workstation.

13.5 Breaks

The Employer will use its best efforts to provide Switchboard Operators and Receptionists with a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. It is understood that the failure to provide for a break does not entitle the employee to receive compensatory time off. This provision is not intended to reduce the breaks for any current employees.

13.6 Office Conditions Grievances

Grievances regarding this article may only be initiated by a Union delegate or by a member of the Union's Executive Committee.

13.7 Domestic Violence Policies

- (A) For the purposes of this contract, domestic violence shall include physical, emotional, or psychological violence or intimidation, stalking, or economic abuse against all employees of either sex by a person of either sex: (a) with whom the employee has a child in common; (b) with whom the employee has had a domestic partnership; (c) with whom the employee is married or has been married; (d) with whom the employee is living or has lived; or (e) with whom the employee has engaged in a dating or sexual relationship.
- (B) The Employer will post information about domestic violence resources in each office after consulting outside experts. The information and the experts will be jointly agreed upon by the Union and the Employer.

- (C) The Employer will give copies of the same information to all current employees and then to new employees as they are hired.
- (D) The Employer will maintain the confidentiality of domestic violence-related information concerning employees to the extent practicable. Other employees will be informed only on a need-to-know basis. Whenever possible, the victim will be notified in advance if there is a need to inform others. It is understood that in some circumstances, the Employer may have to disclose domestic violence information to protect other employees.
- (E) In consultation with the Union, the Employer will create for each program a process for employees to come forward in confidentiality to request help, resource information, reasonable accommodations in the workplace (including transfer of position within the program) or schedule to reduce the employee's vulnerability to domestic violence on the job, or to request leave. The office may request appropriate documentation. The office will not unreasonably deny requested accommodations.
- (F) On request, the Employer will assist an employee who is a victim of domestic violence to apply for a job opening at a different OLSC or branch of LS-NYC. The employee already has a right to the job if the employee's qualifications are equal to the qualifications of other candidates. If the employee shows that he or she is no longer able to work safely in the employee's present office and that a move to a different office is the only reasonable way to reduce vulnerability to a physical threat of domestic violence, the employee shall have the same right to the job as a laid-off employee from another program. The Employer may ask for appropriate documentation of all facts relevant under this paragraph.
- (G) Through the training committee and after consulting with experts in the field, the Employer will conduct training programs on domestic violence for employees covering the nature of domestic violence, available resource, and the provisions of this contract. The experts will be jointly selected by the Employer and the Union. As part of this training, supervisors will be briefed on the problem of domestic violence and their role in identifying employees in need of referral for assistance.
- (H) In addition to their existing rights to various leaves under this contract and federal law, employees shall have the following rights to the extent necessary to deal with domestic violence situations:
 - (i) to take up to 10 days of annual leave without prior notice to the Employer;
 - ii) to request unpaid leave of up to 6 months, which request the Employer shall not unreasonably deny. The Employer may request appropriate documentation.
- (I) On request, the Employer will assist an employee to develop a personal workplace safety plan. Employee requests for workplace accommodations as part of their plans will be responded to by the Employer under the processes established in § 13.7(E) and 13.7(F) above.

- (J) The Employer shall allow an employee experiencing domestic violence to opt into the Employer's medical plan without regard to the plan's normal enrollment period to the extent that this is possible under the medical plan. The Employer may request appropriate documentation.
- (K) If in a disciplinary proceeding an employee alleges that the failure or action that is the subject of potential discipline is the result of domestic violence, the Employer:
 - (i) may ask for appropriate documentation;
 - (ii) shall refer the employee for appropriate assistance; and
 - (iii) shall take domestic violence into reasonable account in the disciplinary proceeding.

14.0 JOB TITLES AND DUTIES

14.1 Uniformity of Job Titles

Job titles for similar duties shall be uniform through LS-NYC and the Constituent Corporations.

14.2 Job Sharing

- (A) The Employer agrees, on an experimental basis, to permit job sharing between employees in the same classification, in the same office, both of whom are employed as of the date of ratification of this Agreement. The job sharing shall be in accordance with the following terms and conditions:
- (B) No more than two employees may share one position. The job may only be split on a 50%-50% or 60%-40% basis.
- (C) The work schedule shall be established by the Employer, in its sole discretion, after consultation with the two applicants for the job. No changes shall be permitted in the work schedule without the approval of the Employer. The work schedule shall be resolved, in writing, before any sharing arrangement is implemented.
- (D) The sharing of any job shall continue until December 31, 1986 unless terminated sooner by the Employer for a good faith programmatic reason or because of the termination of employment of one (1) of the two (2) employees sharing the job. if a sharing arrangement terminates, the employees or the remaining employee, as the case may be, shall have thirty (30) days notice of their obligation to resume full-time employment. Employees sharing a job have no right to resume full-time employment prior to December 31, 1987 without the discretionary approval of the Employer.
- (E) Attorneys participating in job sharing shall remain subject in all respects to the prohibition against outside practice of law, despite the part-time nature of their employment.
- (F) The Employer may deny any request to participate in job sharing for any good faith programmatic reason.

- (G) No more than one job per office may be shared.
- (H) This provision shall expire on December 31, 1986 unless expressly renewed or renegotiated by the parties. Unless the Employer agrees to the contrary, all job sharing shall terminate automatically as of close of business on December 31, 1986. The failure to resume full-time employment as scheduled under any of the provisions of this Article shall constitute just cause for discharge.

14.3 Job Descriptions Generally

- (A) Persons may be asked to fill in for other individuals, when there is an emergency, or when an individual is at lunch, or on leave of any other kind. It is understood, however, that when a person is filling in, he/she is not expected to perform both his/her own job, and the fill-in job concurrently.
- (B) It is also understood that the person filling in is only expected to do so to the extent the duties are job-related and consistent with the person's own job description. The only exception to this is the position of Switchboard +Operator/Receptionist. When it becomes necessary to fill in for the Switchboard Operator/Receptionist, and no suitable replacement can be found, any available employee may be requested to fill-in for the Switchboard Operator/Receptionist. No office shall be without a receptionist for more than four months, except for offices in which: (1) there are less than six staff members and (2) the office does not regularly see walk-ins or all case-handlers work at least part-time in another office with a receptionist.
- (C) The same individual cannot be required, in every instance to substitute for other staff members, and this responsibility shall be rotated wherever possible. The rotation of this responsibility shall not, however, be used to violate or circumvent the provision in §18.6 of this Collective Bargaining Agreement.
- (D) Wherever there is more than one person in an office in the same job title, the tasks encompassed within that job description shall be equally distributed. If only one person is able to perform one of the tasks, the work load of that person shall be adjusted accordingly, so as to achieve an equitable balance.
- (E) In some instances, it may be necessary to combine two lines (for example, Staff Secretary/Legal Services Assistant). When this becomes necessary, the individual's job title will be defined, in writing, and the salary scale adjusted accordingly. If the higher paying job line takes a substantial portion of the individual's work week, the salary shall be that of the higher paying position. The combining of two lines will be done sparingly, and only if absolutely necessary.
- (F) A person may be assigned additional duties by his/her supervisor, but only to the extent that the duties are job-related and consistent with the person's own job description. It is understood that developments in technology may result in changing methods required to perform duties within job descriptions.
- (G) If the Employer proposes to make changes to the present job descriptions, the Union and the Employer shall meet to bargain over the proposals. Should no resolution be arrived at between the parties, the matter will be submitted to an

arbitrator from the panel established by and pursuant to the work rule section of this contract. No change in job description shall be implemented until resolution of arbitration.

- (H) It is understood that any employee possessing bilingual skills may be required, consistent with his/her other job responsibilities, to perform the following tasks.
1. Translating for clients who do not speak English;
 2. Providing simple verbal summaries (not word for word) of letters and legal documents in a foreign language known to the staff member (unless the staff member is fully capable of word for word translation of legal documents).
 3. Both union and management recognize the importance of making our services accessible to clients who do not speak English by providing high quality translation and interpretation in the languages spoken by our clients.

Employees who are asked to provide oral or written interpretation services will receive training that includes a component on legal terminology. Appropriate training will be provided to employees who use translators and interpreters as well. (*See also SIDE LETTER re: Training 03/06 Contract*)

Each LS-NYC program will develop a system for Translation and Interpretation services to be rotated among non-casehandling legal worker staff members who are asked to perform such services. It is understood that attorneys, social workers and casehandling paralegals may be asked to provide such services when no legal worker is available, but that attorneys, social workers and casehandling paralegals will not be included in the rotation schedule. It is further understood that casehandling staff should not be used routinely or excessively to provide translation and interpretation services.

Legal worker staff members who are asked to provide Translation and Interpretation services as a routine part of their job will be eligible for a \$1250 bump in salary, not built into the base rate. A single payment of this bump retroactive covering the period from July 1, 2003 to December 1, 2003 will be made for employees who have been, since July 1, 2003, providing translation and interpretation services as a routine part of their job. No later than December 1, 2003, each program will determine who will be prospectively asked to routinely provide translation or interpretation services, and those individuals who are asked to routinely provide translation or interpretation services will receive the bump.

- (I) Future hires for, or promotions to, the Social Worker with MSW job title shall require a Masters in Social Work (MSW). This title shall be a Legal Worker Classification VI.

5. Creating Excel Spreadsheet mailing list of donors and non-donors;
6. Creating mail merge and generating labels and thank you letters to contributors;
7. Managing donations received on-line and in house;
8. Creating and maintaining files pertaining to Development department;
9. Preparing purchase requisitions and check requests pertaining to development;
10. Receiving all monetary funds and recording contributions to the organization.

(L) Intake Officer

The Intake Officer is responsible for some or all of the following tasks:

1. Initial screening of applicants for services, including obtaining necessary demographic data, initial determination of financial eligibility, ascertaining type of problem;
2. Opening files for eligible clients;
3. Referrals of ineligible clients;
4. Preparing and submitting monthly statistical reports with demographic data, disposition of cases, and any other necessary statistical information;
5. Maintaining file records of all applicants for services;
6. Filing closed cases;
7. Helping to acclimate new employees in office intake procedure;
8. Providing information and make referrals to phone callers;
9. Familiarity with and use of LawHelp and Language Line or other resources available assisting clients who need referrals or language assistance;
10. Copying and scanning documents. (It is understood that where Intake Officers are assigned to particular persons, those persons should first attempt to have the copying/scanning done by the Intake Officer assigned to him/her);
11. Backing-up for sorting and distribution of mail as described in Section 14.4

(M) Investigator/Process Server

The Investigator is responsible for some or all of the following tasks:

1. Serving process on attorneys, parties and witnesses;
2. Directing the preparation of affidavits of service;
3. Obtaining a license (to be paid for by the Employer) to act as a Process Server within a reasonable period of time after being hired;
4. Knowing and complying with all laws and regulations pertaining to service of process and renewing said license;
5. Knowing how to do, and doing all necessary tasks to obtain index and docket numbers, tracing index numbers, filing pleadings and other papers;
6. Obtaining decisions and orders on motions or other applications in all courts appeared in by office case handlers;
7. Knowing the neighborhood the office covers, as well as the geography and transit system of New York City, knowing the location of offices, organizations and agencies which the Investigator's office makes referrals to;
8. Investigating cases, conducting interviews, taking photographs, collecting evidence, writing reports and otherwise assisting in the preparation of cases;
9. Testifying at hearings, trials and similar situations.

(N) Legal Services Assistant (Paralegal)

The Legal Services Assistant is responsible for some or all of the following tasks:

1. Knowledge of one or more areas of law and the applicable procedures;
2. Interviewing clients in such area or areas;
3. Advocacy for clients before social or governmental agencies;
4. Representation at administrative hearings;
5. Refereeing clients;
6. Preparing papers from standard forms;
7. Attending community group meetings;
8. Community outreach;
9. Writing reports, proposals and other documents;
10. Preparing letters and requesting documents to prepare clients' cases;
11. Receiving and maintaining accurate and up-to-date resource material in their area of expertise.

(O) Mailroom Specialist

The Mailroom Specialist is responsible for some or all of the following tasks:

1. Duplicating, collating and distributing materials;
2. Occasional messenger work;
3. Stocking and requesting mailroom supplies;
4. Sorting, distributing, receiving, labeling, collecting, stamping and posting mail;
5. Limited intra-office maintenance responsibilities.

(P) Network Engineer

1. Supporting upcoming organization-wide rollout of VoIP system;
2. Administering Exchange 2003, Windows 2003 Active Directory, MS SQL Server, Microsoft Terminal Servicer, VNWare GSX Server, as well as networking and backing up systems;
3. Administering and monitoring LS-NYC Wide Area Network data and voice infrastructure;
4. Planning, implementing and managing security and other controls needed to insure the integrity and privacy of data;
5. Participating in the design and planning of infrastructure to support new applications and technologies;
6. Participating in the development of policies and procedures for use of network facilities and then ensuring compliance through training and system auditing;
7. Advancing personal and IT state of the art through study, training, conferences, research and experimentation;
8. Analyzing server and network activity and maintaining performance monitoring systems as well as other software programs e.g., intrusion detection, virus scanning applications, etc;
9. Resolving the most difficult troubleshooting task;
10. Occasionally supporting the activities of technology support staff/consultants.

(Q) Payroll Specialist

The Payroll Specialist has duties and responsibilities as follows:

1. Being responsible for the accurate, timely preparation and distribution of bi-weekly payroll processing using payroll software;
2. Processing payroll changes as necessary such as; employee salaries, garnishments, withholdings, etc.;
3. Maintaining and coordinating with Human Resources to ensure payroll changes are reflected in the HR database;
4. Preparing and maintaining payroll reports;
5. Coordinating with Finance to ensure the accurate import of payroll data is received in general ledger;
6. Ensuring LS-NYC continues to make improvements in payroll software processes and procedures by remaining abreast of new techniques and technology;
7. Monthly, reviewing and confirming the timely filing and payment of LS-NYC liabilities by the outside tax service and communicating discrepancies;
8. Processing and remitting EVA reports to local offices, insurance providers and Union;
9. Assisting as needed with payroll year-end reconciliations.

(R) Senior Accountant – Accountant III

The Senior Accountant has duties and responsibilities as follows:

1. Ensuring consistent application of GAAP accounting standards, as well as LS-NYC's financial policies;
2. Assisting in LS-NYC's monthly and annual close;
3. Preparing monthly journal entries to record accounts receivable, cash receipts and contributions;
4. Performing bank reconciliations for selected accounts;
5. Reconciling quarterly 941 as prepared by our tax service to what has been recorded as salaries expense in the general ledger;
6. Preparing accrual journal entries as necessary i.e. health insurance, accrued taxes, salaries, etc.;
7. Performing monthly account analysis for selected balance sheet accounts, investigating and communicating discrepancies;
8. Reviewing general ledger entries for proper revenue recognition of pledge receivables;
9. Reviewing accounts payable invoices for proper authorization and expense coding;
10. Assisting in annual audit schedules and financial statement preparation;
11. Assisting in the preparation of monthly analytical budget vs. actual reports using accounting software, for management and constituent offices;
12. Working closely with Development to maintain cash receipts and revenue recognition;
13. Updating budgets of LS-NYC-wide contracts; entering into accounting software approved budgets; submitting vouchers, record journal entries, providing grant budget variance reports, responding to contract audits, and close-out contracts;

14. Assisting the Director of Budget and Grants in maintaining the budget workbooks;
15. Providing monthly a forecast of cash receipts by funding sources for the next 12 months.

(S) Senior Attorney

A Senior Attorney must meet all of the requirements of a Staff Attorney. The responsibility of a Senior Attorney will include, in addition:

1. Depth of experience as a specialist in a primary field of practice; or
2. Demonstrated competence as a generalist in more complex legal issues.

The Senior Attorney will be responsible for assisting the Employer in the training of less experienced attorneys (the concept of training in this job description is not intended to mean the operating or setting up of training programs, or the supervision of staff, but is meant to include participation in and assisting with the Employer's training of staff). The Senior Attorney should be able to undertake major litigation with a minimum of supervision and/or be able to plan and develop community development programs.

(T) Social Worker (with MSW)

Social Workers/Case Managers are responsible for social work services in support of or related to legal assistance to clients. Duties may include any of the following:

1. Any or all of the duties of the Social Worker/Case Manager;
2. Conducting bio-psycho-social assessments of clients;
3. Reviewing and providing professional assessments of testimony, case records, reports, evaluations, and other submitted documents;
4. Providing brief reports, affidavits, or testimony;
5. Assisting clients in identification of service needs which may include but not be limited to medical, mental health or additional specific social service concerns and preparing clients for engaging in needed services;
6. Providing supportive counseling, crisis intervention, education and emergency safety planning to clients and designated collateral parties as needed;
7. Supervising graduate level Social Work students, where permissible.

An MSW Social Worker will become a Senior Social Worker, pursuant to **Section 15.2**, when she/he has been employed as a social worker in this program for three years.

(U) Social Worker /Case Manager (BSW or equivalent degree or related experience).

Social Workers/Case Managers are responsible for social work services in support of or related to legal assistance to clients. Duties may include any of the following:

1. Conferring and consulting with attorneys and their clients on issues of social work advocacy relevant to legal matters;

2. Advocating on behalf of clients to secure appropriate and timely benefits, entitlements, and services from social and governmental agencies;
3. Providing social services needs assessments, overseeing client services planning and implementing, and case management functions;
4. Developing referral resources and providing clients with referrals appropriate to their service needs as related to the legal case and maintaining liaisons with referral resources, service providers, community agencies, private and public institutions;
5. Developing service plans for and preparing clients to more effectively advocate on their own behalf;
6. Accompanying vulnerable clients to various venues relating to legal case or supporting referrals; e.g. court, appointments, ACS conferences, and meetings;
7. Developing, conducting, and participating in outreach, education, and training with
 - a. community groups and agencies;
8. Prepare necessary reports, proposals, and other documents relating to their work;
9. Prepare letters, complete forms, and request documents to secure services for LS-NYC clients.

A Social Worker will become a Senior Social Worker, pursuant to **Section 15.2**, when she/he has been employed as a social worker in this program for three years.

(V) Specialist

The Specialist is an employee with recognized expertise in a particular specialty area of Legal Services work (including litigation skills). A Specialist will not be responsible for supervision or management as defined by applicable labor law. In addition to the other responsibilities of his/her job category, a Specialist is responsible for some or all of the following tasks:

1. Serving as a resource in the specialty area to other LS-NYC personnel and client and community groups;
2. Assisting the Employer in all facets of training and regular updates in the specialty area;
3. Participating as a consultant and/or co-counsel on major litigation in the specialty area;
4. Preparing resource materials in the specialty area.

It is understood that a Specialist will be permitted a reduced case load and intake duties to allow for the performance of the above tasks.

(W) Staff Accountant I

The Staff Accountant I has duties and responsibilities as follows:

1. Working with field offices on documents and contracts requirements and due dates;
2. Responding to field requests for financial data related to assigned grants;
3. Verifying the Position Control pages that staff FTEs do not exceed 100%;

4. For the assigned contracts and grants, entering and maintaining in accounting software the grant/contract budgets and FTEs;
5. Updating and maintaining budget workbook Position Control pages;
6. Preparing entries in accounting system for grant/contracts vouchers;
7. Running periodic Grant/Contract Budget Variance Reports and post on the LS-NYC website;
8. Monitoring budget variances and contact field offices for explanations of significant variances;
9. Providing donors/funders with required financial reports;
10. Preparing financial reports to government or private funders; ensure the timely submissions of all vouchers and related compliance reports;
11. Maintaining consistent communications with field offices;
12. Ensuring monthly spending is occurring or/and allocation entries are being made timely and consistently and in accordance with approved funding;
13. Working closely with Accounting to review funded salary allocations, outstanding contracts receivables, inconsistent expense coding, and potential cross-funding;
14. Providing a monthly forecast of cash receipts by funding sources for the next 12 months;
15. Preparing contracts/grants closeouts;
16. Meeting with government contract auditors and providing required information.

(X) Staff Accountant II

The Staff Accountant II has duties and responsibilities as follows:

1. Coordinating contract and grant status through LS-NYC contract management personnel;
2. Working with the Director of Budgets and Grant Accounting to develop budgets for each office on LS-NYC-wide contracts (excel spreadsheet). Verifying the Position Control pages that staff FTEs do not exceed 100%;
3. Filling out contracts/grants documents for LSU and Admin Fiscal proposals;
4. Emailing to field offices to obtain their verification/confirmation for the incoming year of their respective contract budgets; making necessary changes;
5. Entering and maintaining in accounting software the budgets and FTEs for assigned contracts/grants;
6. Updating and maintaining budget workbook Position Control pages;
7. Preparing entries in accounting software for grant/contracts vouchers;
8. Running periodic Grant/Contract Budget Variance Reports and posting on the LS-NYC website;
9. Monitoring budget variances and contacts field offices for explanations of significant variances;
10. For case-based contracts/grants, following up with the Grants Management staff in Operations/LSU to ascertain caseload data for vouchering purposes;
11. Providing donors/funders with required financial reports;
12. Preparing financial reports to government or private funders: ensuring the timely submissions of all vouchers and related compliance reports;
13. Maintaining consistent communications with field offices;

14. Ensuring monthly spending is occurring and/or allocation entries are being made timely and consistently and in accordance with approved funding;
15. Working closely with Accounting to review funded salary allocations, outstanding contracts receivables, inconsistent expense coding, and potential cross-funding;
16. Providing to the Controller a monthly forecast of cash receipts by funding sources for the next 12 months;
17. Preparing contracts/grants closeouts;
18. Meeting with government contract auditors and provide required information;
19. Providing assistance to Staff Accountant I as needed.

(Y) Staff Attorney

Staff Attorneys are responsible for the provision of legal services to indigent individuals and eligible groups. The duties may include any of the following tasks:

1. Interviewing clients;
2. Giving legal advice;
3. Case intake and file maintenance;
4. Keeping current on the state of law and procedures within their area(s) of practice;
5. Doing legal research;
6. Preparing and drafting legal documents, pleadings, motions, briefs and appeals;
7. Representing clients in court, administrative agencies, and other appropriate forums; and
8. Collaborating or teaming with other staff for the purpose of assisting the Employer in training (the concept of training in this job description is not intended to mean the operating or setting up of training programs, or the supervision of staff, but is meant to include participating in and assisting with the Employer's training of staff).

Attorneys will always act in accordance with the Code of Professional Responsibility, and nothing in this job description shall be construed so as to allow the Employer to cause the Staff Attorney to violate the Code of Professional Responsibility.

A Staff Attorney will become a Senior Attorney, pursuant to § 15.2 of this Collective Bargaining Agreement, when he/she has been employed as a Staff Attorney in this program for three years.

(Z) Staff Secretary

The Staff Secretary is responsible for some or all of the following tasks:

1. Typing papers, memoranda, and other documents from either recorded or written copy;
2. Taking messages and placing calls if the Case handler assigned to them is unable to;
3. Making copies of documents that the Staff Secretary types, or that are necessary to the Case handler the Staff Secretary works with;
4. Receiving, sorting, labeling, collecting, stamping and posting mail if assigned to do so by the supervisor;
5. Transcribing dictation; and
6. Filing.

(AA) Switchboard Operator/Receptionist

The Switchboard Operator/Receptionist is responsible for some or all of the following tasks:

1. Operating the central telephone equipment in the office;
2. Taking messages and leaving them in the appropriate place for staff members;
3. Speaking to each prospective client or visitor who enters the office to determine whether or not they can be helped;
4. Referring persons who cannot be served by the office to the appropriate agency, if available, or informing people that no assistance is available if that is the case;
5. Performing preliminary intake or screening interview, including preparation of appropriate forms, which may require occasional typing;
6. Maintaining a chart indicating the location of every staff person, who must report their location and schedule to the Receptionist;
7. Sorting and distributing the mail, if assigned to do so by the supervisor; and
8. Occasional filing.

(BB) Technology Coordinator

1. Overseeing telecommunications upgrade for citywide and limited English proficiency projects;
2. Alternative format legal training and associated development of electronic materials;
3. Public and internal website projects;
4. Documenting automation pilot with HotDocs;
5. Developing an office technology training program to improve staff efficiency;
6. Providing leadership in developing technologies that support the improvement of legal work;
7. Helping to increase monetary and in-kind support for LS-NYC IT projects;
8. Supporting internal and external LS-NYC advisory committees;

(CC) Technical Support Associate

The Technical Support Associate shall have duties and responsibilities as follows:

1. Providing direct support, including Windows/Office desktop and network support, telecommunications support and troubleshooting to end users;
2. Handling problem recognition, research, isolation, resolution and follow-up for routine user problems; refer more complex problems to supervisor or contractors;
3. Logging and track calls and supporting work using problem management database, and maintaining history records and related problem documentation;
4. Assisting in training staff members and help them build their technical skills;
5. Coordinating the use of and training on the software and/or network(s). This includes document ting for tracking help calls and work requests. Monitoring to ensure the effective use of the software and applicable systems. Helping to develop and update training materials;
6. Assisting in the administration of email, web, database, payroll, and accounting servers, as well as networking and backup systems;
7. Supporting, maintaining and configuring computers, printers, peripherals and software;
8. Assisting in technology procurement. Maintaining software library, licenses, and inventory of office equipment (serial number, software, & IP addresses);
9. Working with contractors on the maintenance of non-IT office equipment;
10. Performing occasional website and web technology work;

(DD) Tenant Organizer

The job description for Tenant Organizer shall be negotiated by the parties. This title shall be in Legal Worker Classification 4, as will all other non-attorney case handlers except Social Worker with MSW.

15.0 PROMOTIONS AND TRANSFERS

15.1 Lines of Promotion

The Labor-Management Committee shall discuss lines of promotion from one job title to another.

15.2 Advancement to “Senior” Position

There shall be no rostering for the position of Senior Attorney. Staff Attorneys, Legal Services Assistants, Social Workers and MSW Social Workers shall automatically receive the designation and job title of Senior Attorney and Senior Legal Services Assistant after three (3) years’ experience with the program. This designation shall not carry with it a wage differential.

15.3 Promotion Out of Bargaining Unit

The Employer agrees to provide the Union with documentation to substantiate any promotion out of the bargaining unit and further agrees that such promotion shall not be done so as to undermine the Union.

1. All loans of Annual Leave shall be confirmed in writing, signed by the employee and the Employer, with a copy mailed to the NYC Fiscal Department.
 2. All loans of Annual Leave shall be repaid by application to the loan of all Annual Leave accumulated by the employee after termination, until the loan is extinguished. Any outstanding loans at the time of termination shall be recouped from the last payroll check.
- (D) Problem Analysis Course
Any Law Graduate or unadmitted attorney who fails bar examination shall be

6. The Employer shall reimburse employees for cab fare home from the office or any employment related activity if they live within the City of New York. If they live outside the City, the employee shall be reimbursed for cab fare to the commuter rail or bus station within New York City and home from their suburban rail or bus station, when the employee works until at least 10:00 p.m. The employee will make reasonable efforts to give the Employer notice of the need for cab fare under this section. Further, the Employer shall not place any other restrictions on an employee from using car or cab services to go home when the employee works until at least 10:00 p.m.
- (B) Non-case handling employees who have childcare and who work overtime with the approval of their supervisor, shall be reimbursed for childcare costs, at the set rate of \$5.00 an hour. To be eligible for this benefit an employee must advise the requesting supervisor of the applicability of this clause to the employee at the time the overtime work is being assigned.
- (C) All expense reimbursement requests must be submitted by the last day of the month following the month in which the expense was incurred. LS-NYC may waive this time period. All reimbursements shall be made within thirty (30) days of submission. The Employer shall advance job related costs when requested and prior approval has been granted.

17.4 Private Practice

All attorneys while employed by the Employer shall maintain no compensated private practice of law whatsoever, and no uncompensated private practice without express approval of the Project Director or his/her designee. This provision shall be consistent with Legal Services Corporation Regulations and is not intended to add to or subtract from those regulations.

17.5 Gifts

No employee may accept gifts or gratuities from any client or any person who has received services other than token gifts, which must be disclosed immediately to the Project Director. No cash may be accepted.

17.6 Diversity and Staff Participation in Hiring

LS-NYC highly values diversity in the workplace, both for staff and for the clients we serve.

Each program will develop a system for staff participation in the hiring process that provides staff with an opportunity to meet with interviewees for both bargaining unit and non-bargaining unit positions, to review resumes, and to have input into hiring decisions. It is expressly understood that in some situations job applications have been submitted in confidence and to the extent this is so, it may not be possible to provide staff an opportunity for participation with such candidates. The employer will use good faith in invoking the confidentiality exception to participation in hiring.

Interviewees shall be informed of the existence of a wall-to-wall union.

17.7 Notice of Board Meetings

Notices of all Board of Directors' meetings shall be posted on the office bulletin board. Minutes and agendas, if available, also shall be posted. Nothing herein shall be interpreted to invalidate any action by the Board of Directors as a result of the failure to post such notice.

17.8 Contract and Manual Distribution

LS-NYC shall give a copy of the contract to all employees. A copy of the Personnel Manual shall be given to all employees after each major revision. New Employees shall be given copies of both documents upon hire.

17.9 Resignation; Notice

An employee who proposes to terminate his/her employment shall give prior written notice to his/her Project Director or Managing Attorney as follows:

Attorneys:	Four (4) weeks
Legal Workers:	Two (2) weeks

This requirement shall be waived in case of emergency or other worthy reason.

17.10 Notice of Job Openings

(A) To Employees First

The Executive Director and Project Directors shall publicize to the staff the availability of jobs within the bargaining unit in all offices of the Employer at least fourteen (14) calendar days before hiring any person to fill such jobs. The fourteen (14) calendar days shall begin to run when the notice is mailed to each office and to the Union office and a copy of the notice has been given to the Union delegate in each office from which the notice is mailed.

The Employer shall also publicize the availability of jobs to any person who has been laid off and remains on the recall list, and to any employee who is scheduled to be laid off, at least fourteen (14) calendar days before hiring any person for such jobs in the following manner. Every attorney on the recall list shall receive notification of all available attorney positions. Every legal worker shall receive notification of all available legal worker positions regardless of job classification. Notification to any person on the recall list or scheduled to be laid off shall be by regular first class mail. Further, the Employer shall provide the union with a list of the people on the recall list to whom the job announcement has been sent and their addresses.

(B) Where Posted

For the first seven (7) calendar days of this period, the announcement will not be sent outside the program, except that it may be sent to national publications and places identified in the affirmative action plan as prime potential sources of minority employees. Notice on the Union bulletin board shall be deemed appropriate publicity.

(C) Distribution

Job announcements also shall be distributed to an employee in each office at least fourteen (14) calendar days prior to the hiring of any person to fill a bargaining unit job. The Union will designate the employee to receive the job announcements, and will provide the Employer with current lists of such employees.

(D) Job Postings

Job announcements will expire after six months.

17.11 Children's College Fund

LS-NYC shall create an enrollment program for parents wishing to start a "529" college fund for their children.

18.0 SALARIES AND WAGES

18.1 Salary Based on Step Scale/Years of Service

All bargaining unit employees shall be paid in accordance with the salary schedule for their job classification, based on their years of service, as set forth below. (See scales at section 18.5)

18.2 Initial Placements on Step Scale in 1991

Bargaining unit members actively employed as of the ratification of the first contract to include the salary step scale, in July, 1991, were placed on the steps in accordance with section 18.2 of the 1991 iteration of the CBA. Additional job titles and classifications have been added from time to time and appropriate salary scales have been created and are incorporated in 18.5.

18.3 Placement on Steps for New Employees

(A) Attorneys

Attorneys will be hired based on year of graduation from law school, i.e., placement on the salary structure will be based on the number of years since graduation, except when an attorney has not practiced law full-time at least 75% of the time since graduation from law school. In such case, an attorney will be credited with one (1) year of service for each year of full-time practice. The employer shall calculate the actual number of years, including months, since the affected employee graduated from law school.

Where the employee's total years since graduation includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

Where the new employee's total years include a partial year of less than eight months, her step placement shall be recalculated when his/her total years first include a partial year of eight months or more, as if s/he had been hired at that later date and his/her anniversary date for all purposes affecting salary shall be adjusted to that month.

(B) Legal Workers

For legal workers, other than MSW's, placement on the step system shall be determined at the time of employment based on years of experience comparable to LS-NYC legal workers' experience. In order to accomplish this, all employees currently at Step 3 or below shall be placed at the step, up to step 4, that reflects prior experience. New hires in calendar year 2004 shall be awarded up to 4 years' credit; new hires in calendar year 2005 shall be awarded up to 5 years' credit. In each subsequent calendar year, one year shall be added to the maximum numbers of years' credit that shall be awarded. Placement on the step system shall not affect seniority, which shall be governed by date of hire as provided in §18.2 of the collective bargaining agreement. Prior experience shall mean one year of credit for each year of employment in a position equivalent to the one for which the employee is being hired. The amount of credit given to an incoming employee will be proposed by the Project Director and will be accompanied by a written justification and resume, and approved by the Executive Director. The resume and written justification for placement on a higher step shall be attached to the Personnel Action Form sent to the Union.

(C) Law Graduates

Law graduates shall remain at the Law Graduate salary rate until admitted to the bar. Upon admission, he/she shall be paid in accordance with the applicable attorney salary schedule, based on § 18.4(A) above.

Any applicable increase(s) shall be retroactive to the date of publication on the New York Board of Law Examiners website of bar passage. Any Law Graduate who takes and passes the ethics portion of the bar examination within four (4) months of the publication of the bar examination results shall be paid retroactively to the date of said publication; however, any Law Graduate who takes and passes the ethics portion of the bar examination more than four (4) months after the publication of the bar examination results shall be paid retroactively to the date of the notification of the passing of the ethics portion.

(D) Masters of Social Work

Masters of Social Work will be hired based on year of award or receipt of the Master of Social Work degree, i.e., placement on the salary structure will be based on the number of years since the award or receipt of the degree, except when an employee has not practiced social work at least 75% of the time since the award or receipt of the Master of Social Work degree. In such case, the employee will be credited with one (1) year of service for each year of full-time practice. The employer shall calculate the actual number of years, including months, since the affected employee was awarded or received the Master of Social Work degree.

Where the employee's total years since the award or receipt includes a partial year of eight (8) months or more, s/he shall be given credit for one (1) additional year of service.

Where the new employee's total years include a partial year of less than eight months, her step placement shall be recalculated when his/her total years first include a partial year of eight months or more, as if s/he had been hired at that later date and his/her anniversary date for all purposes affecting salary shall be adjusted to that month.

18.4 Movement from Step to Step on Salary Scale

(A) Implementation at Beginning of Anniversary Quarter

Steps will be implemented at the beginning of each quarter in which the employee arrives at the anniversary date (but for non-wage purposes, see section 7.5).

(B) Increases during Steps 21 and 25

An employee shall reach Step 21 or Step 25 in the same manner as any other steps, on the first day of the quarter including the anniversary of her/his beginning work. Any increase in salary attributable to arriving at Step 21 or Step 25 shall be implemented effective that date (hereinafter the step date). Beginning on the first July 1 falling after the step date, and continuing until the employee arrives at the following step, an employee on Step 21 or Step 25 shall receive pay including the greater of \$1,000 or 1.5% of the base salary set forth in the appropriate salary scale and corresponding to the job title, step, and calendar year in question. This additional pay will not be considered as changing the employee's base salary.

(C) Payment of Step Increases After Expiration

1. It is agreed that any step increase which otherwise would be payable after the expiration of this Agreement, on June 30, 2012, may be suspended pending the execution of a new Agreement, in the event that a reasonable expectation exists, at or prior to the date this Agreement expires, that the Employer's projected cash receipts in the calendar year in which this Agreement expires (the "Expiration Year") will be less than its actual cash receipts in the immediately preceding calendar year (the "Prior Year").
2. Any diminution in the amount of cash receipts projected to be received by the Employer in the Expiration Year from the New York City Emergency Assistance to Families ("EAF") program shall be excluded from the calculation of cash receipts referred to in § 18.4(C)1 above, except to the extent that such diminution is projected to result from (a) a reduction by New York City either in EAF case reimbursement rate below the rate applicable in 1997 or in the maximum authorized aggregate EAF expenditure below the level actually achieved in 1997 by the Employer, or (b) discontinuance by the City of the EAF program.
3. In the event that the expectation referred to in § 18.5 (B)1 above first exists more than thirty (30) days prior to the date this Agreement expires, the Employer agrees to give thirty (30) days' prior notice of suspension of step increases. If such an expectation exists less than thirty (30) days prior to the date this Agreement expires based on information received during that thirty day period, the Employer shall give notice within two (2) days after such expiration is known.

4. Every effort will be made by the Employer to file grant and/or contract paperwork in a timely fashion.

18.5 Salary Modifications for this Contract Term

The salaries and wages set forth in the following scales are calculated and intended to express the terms of the Memorandum of Agreement between the parties. The parties agree to a three-year contract for the period of July 1, 2009 through June 30, 2012.

Salaries will be in accordance with the following and are set forth in the attached salary scales.

1. Effective retroactively to July 1, 2009, all existing salary scales shall be increased by three percent (3%).
2. Effective July 1, 2010, all existing salary scales shall be increased by three percent (3%).
3. Effective July 1, 2011, all existing salary scales shall be increased by three percent (3%).

Salary Scales 7/1/09-6/30/12

Salary Scale A	Attorneys
Salary Scale B	Law Graduates
Salary Scale C –	Class VIII Legal Workers VIII-A: Masters of Social Work VIII-B: Database Programmer/Analyst VIII-C: Senior Accountant, Accountant III VIII-D: Technology Coordinator
Salary Scale D –	Class VII Legal Workers Staff Accountant II
Salary Scale E –	Class VI Legal Workers VI-A: Accounting Associate VI-B: Staff Accountant I VI-C: Network Engineer
Salary Scale F –	Class V Legal Workers Payroll Specialist
Salary Scale G -	Class IV Legal Workers Legal Services Assistant, Organizer, Social Worker, Accounts Payable Specialist, Communications Associate
Salary Scale H –	Class III Legal Workers III-A: Payroll Assistant III-B: Production Assistant, Non-Confidential Technical Support Associate III-C: Executive Secretary, Intake Officer III-D: Executive Secretary to the Development Department
Salary Scale I –	Class II Legal Workers Investigator/Process Server, Staff Secretary, Switchboard Operator/Receptionist
Salary Scale J –	Class I Legal Workers Community Aide, Clerk Typist, Clerk Messenger, Mailroom Specialist, Maintenance Person

Salary Scale A - Attorneys

Years of Service	Step	Schedule I 7/1/09 -6/30/10	Schedule II 7/1/10 - 6/30/11	Schedule III 7/1/11 - 6/30/12
0	1	55,689	57,360	59,081
1	2	57,732	59,464	61,248
2	3	59,775	61,568	63,415
3	4	63,378	65,279	67,237
4	5	65,949	67,927	69,965
5	6	67,651	69,681	71,771
6	7	69,355	71,436	73,579
7	8	71,058	73,190	75,386
8	9	72,761	74,944	77,192
9	10	74,464	76,698	78,999
10	11	76,167	78,452	80,806
11	12	77,870	80,206	82,612
12	13	79,583	81,970	84,429
13	14	81,295	83,734	86,246
14	15	83,009	85,499	88,064
15	16	84,389	86,921	89,529
16	17	85,774	88,347	90,997
17	18	87,158	89,773	92,466
18	19	88,542	91,198	93,934
19	20	89,922	92,620	95,399
20-23	21	94,072	96,894	99,801
24-28	25	96,146	99,030	102,001
29+	30	99,030	102,001	105,061

Salary Scale B - Law Graduates

Years of Service	Step	Schedule I 7/1/09 - 6/30/10	Schedule II 7/1/10 - 6/30/11	Schedule III 7/1/11 – 6/30/12
Any	1	53,712	55,323	56,983

Salary Scale C - Class VIII Legal Workers

VIII-A: Masters of Social Work

VIII-B: Database Programmer/Analyst

VIII-C: Senior Accountant, Accountant III

VIII-D: Technology Coordinator

Years of Service	Step	Schedule I 7/1/09 - 6/30/10	Schedule II 7/1/10 - 6/30/11	Schedule III 7/1/11- 6/30/12
0	1	47,372	48,793	50,257
1	2	49,347	50,827	52,352
2	3	51,323	52,863	54,449
3	4	53,300	54,899	56,546
4	5	55,276	56,934	58,642
5	6	57,253	58,971	60,740
6	7	59,227	61,004	62,834
7	8	60,877	62,703	64,584
8	9	62,522	64,398	66,330
9	10	64,194	66,120	68,104
10	11	65,814	67,788	69,822
11	12	67,460	69,484	71,569
12	13	69,108	71,181	73,316
13	14	70,755	72,878	75,064
14	15	72,401	74,573	76,810
15	16	73,718	75,930	78,208
16	17	75,037	77,288	79,607
17	18	76,355	78,646	81,005
18	19	77,669	79,999	82,399
19	20	78,987	81,357	83,798
20-23	21	82,940	85,428	87,991
24-28	25	84,795	87,339	89,959
29+	30	87,339	89,959	92,658

Salary Scale D - Class VII Legal Workers
Staff Accountant II

Years of Service	Step	Schedule I 7/1/09 6/30/10	Schedule II 7/1/10 6/30/11	Schedule III 7/1/11 6/30/12
0	1	45,478	46,842	48,247
1	2	47,232	48,649	50,108
2	3	48,986	50,456	51,970
3	4	50,658	52,178	53,743
4	5	52,329	53,899	55,516
5	6	54,001	55,621	57,290
6	7	55,670	57,340	59,060
7	8	57,097	58,810	60,574
8	9	58,520	60,276	62,084
9	10	59,964	61,763	63,616
10	11	61,319	63,159	65,054
11	12	62,693	64,574	66,511
12	13	64,069	65,991	67,971
13	14	65,445	67,408	69,430
14	15	66,819	68,824	70,889
15	16	67,947	69,985	72,085
16	17	69,076	71,148	73,282
17	18	70,205	72,311	74,480
18	19	71,330	73,470	75,674
19	20	72,457	74,631	76,870
20-23	21	75,843	78,118	80,462
24-28	25	77,521	79,847	82,242
29+	30	79,847	82,242	84,709

Salary Scale I – Class II Legal Workers
Investigator/Process Server, Staff Secretary,
Switchboard Operator/ Receptionist

Years of Service	Step	Schedule I 7/1/09 – 6/30/10	Schedule II 7/1/10 - 6/30/11	Schedule III 7/1/11 – 6/30/12
0	1	35,123	36,177	37,262
1	2	36,185	37,271	38,389
2	3	37,247	38,364	39,515
3	4	37,969	39,108	40,281
4	5	38,684	39,845	41,040
5	6	39,403	40,585	41,803
6	7	40,124	41,328	42,568
7	8	40,845	42,070	43,332
8	9	41,563	42,810	44,094
9	10	42,282	43,550	44,857
10	11	42,797	44,081	45,403
11	12	43,307	44,606	45,944
12	13	43,823	45,138	46,492
13	14	44,337	45,667	47,037
14	15	44,851	46,197	47,583
15	16	45,363	46,724	48,126
16	17	45,877	47,253	48,671
17	18	46,390	47,782	49,215
18	19	46,906	48,313	49,762
19	20	47,419	48,842	50,307
20-23	21	48,960	50,429	51,942

Salary Scale J – Class I Legal Workers
Community Aide, Clerk Typist, Clerk Messenger,
Mailroom Specialist, Maintenance Person

Years of Service	Step	Schedule I 7/1/09 - 6/30/10	Schedule II 7/1/10 – 6/30/11	Schedule III 7/1/11 – 6/30/12
0	1	34,782	35,825	36,900
1	2	35,843	36,918	38,026
2	3	36,901	38,008	39,148
3	4	37,621	38,750	39,913
4	5	38,343	39,493	40,678
5	6	39,062	40,234	41,441
6	7	39,783	40,976	42,205
7	8	40,502	41,717	42,969
8	9	41,222	42,459	43,733
9	10	41,939	43,197	44,493
10	11	42,452	43,726	45,038
11	12	42,965	44,254	45,582
12	13	43,480	44,784	46,128
13	14	43,992	45,312	46,671
14	15	44,507	45,842	47,217
15	16	45,019	46,370	47,761
16	17	45,535	46,901	48,308
17	18	46,050	47,432	48,855
18	19	46,563	47,960	49,399
19	20	47,077	48,489	49,944
20-23	21	48,617	50,076	51,578
24-28	25	49,631	51,120	52,654
29+	30	51,120	52,654	54,234

Salary Scale K - Law Students

Law Students shall receive a minimum of \$7.00 per hour, if employed on an hourly basis, or \$245.00 per week, if employed on a weekly basis.

18.6 Salary After Assuming Higher Duties

(A) Salary After Promotion

If an employee is appointed to a permanent position, that employee shall receive the new salary immediately regardless of the pay status of the employee who previously occupied the line. If an employee was “acting” on the line for more than six (6) weeks, he/she shall also receive the differential in pay between the two lines from the date of assumption of the acting title until the permanent designation was made.

(B) Calculating Increase for Promoted Legal Worker

The salary for any legal worker who is promoted to a different legal worker job classification shall be calculated in the following manner:

1. An amount equal to the difference between the Step 1 salaries for the two positions, if any, shall be added to the employee’s current salary.
2. The employee shall then be placed on the applicable schedule for his or her new job classification at the next step greater than or equal to the figure obtained in § 18.6 (B)(1), above.

(C) Increase for Filling In

If an employee assumes a higher position for more than six (6) weeks, the employee shall receive the differential in starting salaries of the two positions retroactive to the first day of fill-in. If an employee fills in for less than six (6) weeks, additional pay may be given in the discretion of the Project Director. Fill-in scheduling shall not be done in such a way as to avoid the payment outlined above.

18.7 Differentials

(A) Specialist/Coordinator Differential

The Project Director may within his/her sole discretion create, fill, refill, eliminate, or discontinue one position of Specialist for each of the following areas of legal services work per program: [1.] Publicly Subsidized Housing; [2.] Private/Other Housing; [3.] SSI/SSD; [4.] Government Benefits I (including Medicare, Income Maintenance/Other Welfare, Food Stamps); [5.] Government Benefits II (including Unemployment Insurance Benefits, Veterans Benefits, Workers Compensation); [6.] Family/Juvenile; [7.] Individual Rights (including Immigration/Naturalization, Mental Health, Prisoner’s Rights, Physically Disabled Rights); [8.] Employment (including Job Discrimination, Wage Claims and other Employment matters); [9.] Education; [10.] Consumer (including Bankruptcy/Debtor Relief, Collection/Repossession/ Deficiency/Garnishment, Contracts/Warranties, Credit Access, Energy, Loans/Installment Purchases, Public Utilities, Unfair Sales Practices and other Consumer/Finance matters); and [11.]

Litigation Skills (including Administrative Proceedings, Trials, and Appeals);
[12.] Computer systems and related equipment; and [13.] Community Outreach,
[14] Payroll backup

A staff attorney who is promoted to specialist shall receive a salary differential of three thousand (\$3,000) per year. A Legal Worker who is promoted to specialist shall receive a salary differential of two thousand (\$2,000) per year.

The salary level rates for the LS-NYC coordinators shall be increased by three thousand (\$3,000).

(B) Computerized Case Management System Operators

The Employer may assign to any secretary, receptionist or intake officer, and may request of any other legal worker the task of using a computerized case management system to record information, retrieve data, generate reports and otherwise use that case management software, provided that such other legal workers may decline such assignment. Any legal worker assigned this task will receive a salary differential of \$1,000 per year. The Employer may revoke such assignment and thereby discontinue the payment of said differential. Said revocation shall be subject to a reasonableness standard, and may be grieved up to the Executive Director, but is not arbitrable.

18.8 Paycheck Distribution

Employee paychecks shall be distributed on alternate Thursdays. All pay stubs shall detail time accruals and/or balances of sick leave and annual leave. Such detail will lag by one pay period.

18.9 “Reggies’ Wages”

The wages and benefits of a Reginald Heber Smith Fellow shall be no less than those provided in this Agreement.

19.0 INTERPRETATIONS AND DEFINITIONS

19.1 Employee Defined

The term “employee” means only those persons who work fourteen (14) hours per week or more, and who are in the collective bargaining unit described in § 1.1. It does not mean persons employed in offices of the Legal Aid Society.

19.2 Legal Worker Defined

The term “Legal Worker” will be employed to signify all employees in non-attorney classifications, where applicable.

19.3 Domestic Partner Defined

- (A) A couple will be regarded as “domestic partners” by the following criteria:
1. Both are eighteen (18) years of age or older, the same sex and unmarried;
 2. They are not related by blood in a manner that would bar marriage under the laws of the State of New York;
 3. They have a close and committed personal relationship; and

4. They have been living together on a continuous basis for a period of at least six (6) months.
- (B) In order to obtain Domestic Partner status for the purposes of this Agreement, and employee must:
1. provide an Affidavit of Commitment (*see Appendix D-1*) to ensure that her/his domestic partner is the functional, factual equivalent of a legal spouse;
 2. in such affidavit the employee will attest to at least two of the following:
 - (a) shared mortgage or lease;
 - (b) partner is the primary beneficiary in a life insurance policy;
 - (c) partner is the primary beneficiary in a retirement benefit or will;
 - (d) partner is assigned a durable power of attorney;
 - (e) ownership of a joint bank account or credit card;
 - (f) joint loan agreement or one partner acting as a guarantor of a loan for the other;
 3. notify the Employer within thirty (30) days if there is any change in the domestic partnership, as attested to in the above referenced affidavit, that would change the eligibility of the employee's domestic partner. The employee will also submit an Affidavit of Separation (*see Appendix D-2*) of the domestic partnership. The employee must also affirm in a separate Affidavit of Notification to Domestic Partner (*see Appendix D3*) that s/he has mailed the Affidavit of Separation to her/his former domestic partner.

19.4 Child Defined

The term "child" shall mean the biological or adopted child of an employee; the biological or adopted child of an employee's domestic partner; and the stepchild of an employee.

19.5 Law Graduates

The title "Law Graduate" will be applied to employees in staff attorney positions who have not been admitted to the practice of law in the courts of the State of New York. Persons admitted to the practice of law in another state but not in New York may be employed as Staff Attorneys rather than Law Graduates if they apply, within two months of their employment, for admission pro hac vice to the practice of law in the State of New York, pursuant to the rules of the Courts of Appeals.

19.6 Executive Director's Powers

In this Agreement, insofar as central LS-NYC employees are concerned, the powers of the Executive Director shall include all powers of a Project Director.

19.7 Personnel Manual

Anything relating to employee-Employer relations is included in this Agreement, but may be reprinted in LS-NYC Personnel Manual. All such provisions heretofore in the manual have been incorporated herein.

19.8 Business Day

Unless otherwise stated, any reference to days in this Agreement shall mean business days when the offices of the Employer are open.

19.9 Purpose of Agreement

The purpose of this Agreement is to establish the relationship between the Employer and the employees in the bargaining unit. The Union recognizes that the Employer maintains the right to manage its operations. Furthermore, the rights and duties of the parties are specifically expressed in this Agreement, and any prior agreement is negated unless specifically incorporated herein. This Agreement constitutes the entire agreement between the parties.

19.10 “Zipper” Clause

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement.

19.11 Saving Clause

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly start to negotiate a replacement for the invalid provision.

19.12 Term of This Agreement

This agreement shall be effective as of and retroactive to July 1, 2006, except as otherwise provided herein, and shall terminate on June 30, 2009. It shall bind the signatories hereto, and the present and future OLSCs of the Employer, Programs, Divisions or Projects thereof, as determined by this contract, their successors and assigns, pursuant to applicable law.

19.13 No Derogation

No policies, manuals or rules promulgated by the Employer shall derogate or detract from the rights or benefits granted to the employees by this Agreement.

19.14 Article Headings

The article headings are for general identification only and shall not be construed in a substantive manner.

SIDE LETTERS

SIDE LETTER re: Translation/Interpretation Training 03/06 Contract

The training committee will oversee the development of this training, which shall be offered for implementation no later than the fall of 2004. It is understood that oral or written interpretation will continue to be provided while training is being designed and implemented.

SIDE LETTER re: Job Descriptions

In order to evaluate whether these changes will result in unmanageable workloads LS-NYC agrees that the employees in the following job titles shall not be subject to disciplinary measures related to these job descriptions during the 12 months following the ratification of the 06-09 contract:

Accounting Associate

Accounts Payable Specialist

Payroll Specialist

Senior Accountant III

Staff Accountant II

Staff Accountant I

The parties expressly agree that this exemption from disciplinary measures does not apply to those that address work rule violations, including but not limited to absenteeism, lateness, or failure to comply with office procedures, or to behavioral issues that are not related to work load or job descriptions.

In addition, any evaluations made during the 12 month period shall not be made part of the employee's personnel file.

LS-NYC agrees to provide adequate training to these employees and further agrees that these employees shall not be expected to complete more work than can reasonably be accomplished in a seven (7) hour day. Any dispute shall be resolved pursuant to 8.1 of the Collective Bargaining Agreement. The reference to section 8.1 does not prejudice the position of either party as to whether such provision is applicable to other non-case handling legal workers.

SIDE LETTER re: Retirement Health Insurance Coverage

The Labor/Management Committee will meet during the term of this contract to explore providing health insurance coverage for retirees of LS-NYC commencing with the next contract. The committee shall commence this work no later than January 1, 2007 and complete it no later than December 31, 2008.

SIDE LETTER re: Reopener

- A. If the conditions set forth below in Paragraph B of this side letter are fully satisfied, the parties agree, if requested by LSSA, to reopen the contract for collective bargaining and possible adjustment of the following economic benefits for the third year of the contract (July 1, 2008 to June 30, 2009): salary, loan forgiveness and short-term disability benefits. In the event that the contract is reopened, the parties further agree as follows:
1. Negotiations shall be conducted over a period not to exceed six (6) weeks, unless the parties mutually agree to extend such period.
 2. In the event that the economic benefits for the members of the collective bargaining unit are increased as a result of this collective bargaining, the current collective bargaining agreement, including all provisions other than those specifically addressed during this reopener, will be extended for an additional year, to June 30, 2010.
 3. In the event that no agreement is reached within the period specified in Subparagraph above, either party may declare that an impasse has been reached.
 4. In the event that impasse is declared, unless the parties agree to some other form of dispute resolution, the parties will jointly submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. Each side shall submit a "Final Offer" to the arbitrator. The arbitrator shall select the Final Offer that is most reasonable and appropriate after considering the valid interests of all parties. The decision of the arbitrator(s) shall be final and binding on both parties.
 5. Section 1.10 of the CBA (the "no strike" clause) will remain in full effect during the period of the reopener negotiations and any subsequent arbitration.
- B. The provisions of Section A will only be available if all of the following conditions are fully satisfied:
1. The total aggregate amount of LS-NYC's ongoing revenue for general program support for a calendar year (including LSC, IOLA, State and Civil Legal Services, unrestricted private donations and any new general support revenue that comes into being during the course of the contract), plus any balance of such revenues from the prior calendar year, increases or is anticipated in a budget approved by the LS-NYC Board of Directors to increase by 25% or more above the actual amount of such revenues in the prior calendar year; AND
 2. The total aggregate amount of LS-NYC's remaining revenues for the calendar year in which the condition in Subparagraph 1 has been met has not decreased to such an extent that, when offset against the increase specified in Subparagraph 1 above, the net increase in ongoing general support revenue for that calendar year is less than 25% above the actual amount of ongoing revenue for general program support in the prior calendar year; AND

3. The budget that has been finally approved by the LS-NYC Board for the calendar year in which the provisions of Subparagraphs 1 and 2 are satisfied does not result in a negative change in net assets and has sufficient working capital to satisfy the reserve required by the LS-NYC Board for the prior calendar year, provided such reserve requirement was adopted by the LS-NYC Board by December 31st of the year preceding the prior calendar year.

SIDE LETTER re: Deferred Associates

Unless the Employer can demonstrate that the presence of “deferred associates” did not contribute to the layoff decision, “deferred associates” shall not be utilized in any office in which a “notice of intent to layoff” has been issued until one year after the effective date of the layoffs or until no laid off employee in that office remains on the recall list, whichever is sooner. Deferred associates shall not be utilized in a substantive area of law in which a laid off employee was practicing at the time of the layoff.

SIDE LETTER re: Continuity of Care

Employer will reimburse, through the current course of treatment, deductible and coinsurance expenses in excess of in-network co-pays for current employees who are receiving care from Doctors who participate in the PPO network but do not participate in the Open Access network.

SIDE LETTER re: Special Separation

In consideration of both our financial picture and of possible consolidation of programs, Management makes a one-time offer to staff with 20 years or more of service with LS-NYC as of February 1, 2010. Employees interested in taking advantage of this offer must express their interest no later than October 15, 2009 and must select a last date of employment of no earlier than January 1, 2010 and no later than February 1, 2010 and will be required to sign a release.

Employees who opt for this offer will receive the following:

- COBRA payments or cash equivalent of cost of 18 months of COBRA on CIGNA rate
- Cash equivalent of 6 months of salary
- Employer contribution to 403B on any amounts listed above that are distributed through payroll

Examples of estimated special separation offer that will vary depending on Employee's individual circumstances:

Employee with 25 years of service (at salary rate based on salary scales in this Memorandum of Agreement) and Individual plus Children CIGNA Open Access Network:

Attorney: \$84,513

Paralegal: \$62,873

Intake Officer/Exec.Secretary: \$61,167

FINAL VERSION 2:30 P.M., September 11, 2009

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED between Legal Services NYC and the Legal Services Staff Association that the Collective Bargaining Agreement which expired June 30, 2009 is hereby renewed and extended through June 30, 2012 as modified on the attached pages.

The terms hereof are subject to ratification and shall be recommended for ratification by the members of the respective bargaining committees or governing authorities.

AGREED to this 11th day of September, 2009

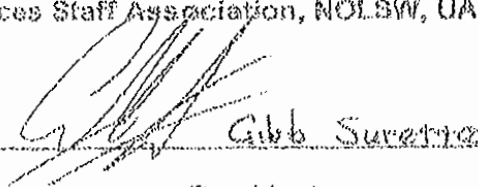
Legal Services NYC



By: _____

Executive Director and President

Legal Services Staff Association, NOLSW, UAW Local 2320



By: _____

President

National Organization of Legal Services Workers, UAW Local 2320



By: _____

President

AMENDMENT OF MEMORANDUM OF AGREEMENT

It is hereby agreed between Legal Services NYC and the Legal Services Staff Association that the Memorandum of Agreement dated September 11, 2009, renewing, extending and modifying the Collective Bargaining Agreement between the parties, shall be amended as follows, and this amendment shall be accordingly reflected in the terms of the Collective Bargaining Agreement in effect through June 30, 2012.

The last paragraph of the former section 5.2G, providing for a financial incentive to enroll in the less costly of the offered healthcare options, shall be retained in the Collective Bargaining Agreement, modified without substantive change as follows:

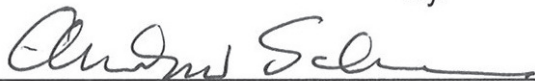
For each employee who chooses to switch to any plan other than CIGNA, LS-NYC will offer, during the plan year in which the switch is made, an amount equivalent to 25% of the difference in premiums between that plan and our CIGNA plan (or its successor). These incentives will be 12.5% in subsequent plan years after the "switch" year. Payments shall be made to employees on a biweekly basis.

This text shall be incorporated into the 2009-2012 Collective Bargaining Agreement as section 5.2G in place of the prior 5.2G. The old 5.2B as modified by the MOA shall accordingly become the new 5.2H rather than the new 5.2G. The newly created section which was to have been 5.2H shall become the new 5.2I. The old 5.2H, which was to have been redennominated 5.2I, shall instead be redennominated 5.2J.

AGREED to this 5th day of Feb . , 2010

Legal Services NYC

By:



Andrew Scherer

Executive Director and President

Legal Services Staff Association, NOLSW, UAW Local 2320

By:



G. bb Surette

President

National Organization of Legal Services Workers, UAW Local 2320

By:



Gordon Dene

President

APPENDIX A

LS-NYC Sexual Harassment Policy

POLICY STATEMENT

Legal Services NYC is committed to maintaining a positive working environment. LS-NYC does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, or veteran status in employment, the provision of services or in any of its other activities. In pursuit of these goals, LS-NYC will not tolerate acts of sexual harassment or related retaliation against or by any employee, intern or client. This Policy (1) provides a general definition of sexual harassment and related retaliation; (2) prohibits sexual harassment and related retaliation; and (3) sets out procedures to follow when an employee believes a violation of the Policy has occurred by another employee. It is also a violation of this Policy for anyone acting knowingly and recklessly either to make a false complaint of sexual harassment or to provide false information regarding a complaint.

It is intended that individuals who violate this Policy be disciplined or subjected to corrective action, up to and including termination.

DEFINITIONS

1. Employee: for the purposes of this policy shall mean, a permanent or temporary employee of LS-NYC or any of its constituent programs, an intern or a volunteer.
2. Complainant: a complainant is a person who is subject to alleged sexual harassment.
3. Respondent: a respondent is a person whose alleged conduct is the subject of a complaint.
4. Sexual harassment: sexual harassment consists of interaction between individuals of the same or opposite sex that is characterized by unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for tangible employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
5. Hostile environment sexual harassment: (described in subpart (3) above) is unwelcome sexual conduct that is sufficiently severe or pervasive that it alters the conditions of employment and creates an environment that a reasonable person would find intimidating, hostile or offensive. The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating.

6. Retaliatory Acts: It is a violation of this policy to engage in retaliatory acts against any employee who reports an incident of alleged sexual harassment, or any employee who testifies, assists or participates in a proceeding, investigation or hearing relating to such allegation of sexual harassment.

Employees who believe they have been retaliated against because of testifying, assisting or participating in a proceeding, investigation, or hearing relating to an allegation of sexual harassment, should meet with and seek the advice of a Sexual Harassment Panel member, whose responsibilities include handling retaliation.

POLICIES AND PROCEDURES

A. Obligation to Report

In order to take appropriate corrective action, LS-NYC must be aware of sexual harassment or related retaliation. Therefore, anyone who believes that s/he has experienced or witnessed sexual harassment or related retaliation should promptly report such behavior to any supervisor or to any member of the Sexual Harassment Panel. Failure of an employee who believes he or she has been a victim of sexual harassment, or who has witnessed an ambiguous event to report such event, shall not be subject of disciplinary action by the employer.

B. Supervisor's Obligation to Report

Any supervisor who experiences, witnesses or receives a written or oral report or complaint of sexual harassment or related retaliation shall promptly report it to their Project Director, the Executive Director of LS-NYC or any member of the Sexual Harassment Panel.

C. Intentionally False Reports

Because sexual harassment frequently involves interactions between persons that are not witnessed by others, reports of sexual harassment cannot always be substantiated by additional evidence. Lack of corroborating evidence or “proof” should not discourage individuals from reporting sexual harassment under this policy. However, individuals who make reports that are later found to have been intentionally false or made maliciously without regard for the truth, may be subject to disciplinary action under the Collective Bargaining Agreement or LS-NYC Employment Manual. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

D. Dissemination of the Policy, Education and Training

As part of LS-NYC’s commitment to assuring an harassment-free working environment, this policy shall be disseminated widely to the LS-NYC community through print in the Collective Bargaining Agreement, LS-NYC Employment Manual, posting in each of LS-NYC’s offices and those of each constituent corporation in a conspicuous place with other employee notices required to be posted under New York State and Federal Law, on LS-NYC’s website, including in new employee and student intern orientations, and other appropriate channels of communications. Each posting shall include a list of the members of the Sexual Harassment Panel with their telephone numbers and email addresses.

LS-NYC shall provide workshops on sexual harassment to all employees. Workshops shall be offered at least once a year and all employees shall be required to attend a workshop at least once

every five (5) years. In addition, members of the Sexual Harassment Panel shall be given adequate training regarding sexual harassment, decisional standards used in such cases, as well as LS-NYC's policy and procedures.

E. Clients, Board Members, Vendors, Contractors and Third Parties

LS-NYC's policy on sexual harassment apply to the conduct of clients, members of the LS-NYC and constituent corporations' Boards of Directors, vendors, contractors and third parties. If an LS-NYC employee believes that s/he has been subjected to conduct that violates this policy by a client, board member, vendor, contractor or third Party, s/he should contact a supervisor or member of the Sexual Harassment Panel. LS-NYC will respond as appropriate, given the nature of its relationship that person.

F. Miscellaneous

A member of the Sexual Harassment Panel accused of sexual harassment shall be suspended from the panel pending investigation of the allegations and the Executive Director promptly shall make an interim appointment in place of such suspended panel member.

A supervisor shall withdraw from and shall not participate in activities or decisions, including but not limited to, those involving hiring, evaluations, promotions, and discipline, which reward or penalize any person with whom the supervisor has or has had a romantic and/or sexual relationship.

COMPLAINTS AND INVESTIGATIVE PROCEDURE

A. Sexual Harassment Panel

LS-NYC will create a panel on sexual harassment which will consist of at least eight (8) supervisors, with at least one from each project, at least two (2) of whom shall be women and at least two (2) of whom shall be men, including a Chair. Members of the panel shall be given adequate training regarding sexual harassment in:

- (a) counseling employees seeking information guidance and advice;
- (b) resolving informal complaints between a complainant and a respondent;
- (c) investigating formal complaints and reporting findings and conclusions as well as decisional standards used in such cases and LS-NYC's policy and procedures.

The panel will meet regularly to review problems, suggest solutions and to receive on-going training.

Members of the panel will be appointed by the Executive Director for staggered two year terms and may be reappointed. If any panel member should be accused of sexual harassment, he/she shall promptly be suspended from the panel pending investigation of the allegations. During the period of suspension, the Executive Director shall promptly appoint an interim panel member in the place of the suspended panel member. A Chair of the panel shall be appointed by the Executive Director. The list of panel members and their telephone numbers shall be posted in each office.

B. What To Do About Sexual Harassment

Individuals seeking information about LS-NYC's sexual harassment policy are encouraged to contact any of the members of the Sexual Harassment Panel although they may also initially speak with a supervisor, their union delegate or other union official or any other person with whom they are comfortable.

Individuals who witness what they believe to be inappropriate office behavior, whether verbal or physical and whether they believe it amounts to harassment or not, should let the person know that it makes them, or may make others, uncomfortable. Often people don't realize how their words or actions are perceived by others and it may prevent inappropriate behavior from becoming a pattern.

Individuals who know someone who is being sexually harassed may provide important support. They should encourage the person to take action, or report it themselves. Sexual harassment should not be accepted as something to be endured in the work environment. Even though confronting sexual harassment is difficult and takes personal courage, each individual who comes forward to stop sexual harassment improves the workplace.

The following are the primary methods for dealing with sexual harassment at LS-NYC. They are not required to be followed in any specific order. However, early informal methods are often effective in correcting questionable behavior.

Consultation — Consultation about sexual harassment is available from any member of the Sexual Harassment Panel. A current list of those members, with their phone numbers, must be posted on the bulletin board of each LS-NYC office. Consultation is available for anyone who wants to discuss issues related to sexual harassment, whether or not "harassment" actually has occurred, and whether the person seeking information is a complainant, a person who believes his or her own actions may be the subject of criticism (even if unwarranted), someone who has witnessed or heard of an incident or behavior that might constitute sexual harassment, or a third party.

Often there is a desire that a consultation be confidential or "off the record." This can usually be achieved when individuals discuss concerns about sexual harassment without identifying the other persons involved, and sometimes even without identifying themselves. Persons seeking consultation will be advised that confidentiality will be maintained to the extent allowed by law but that communications between the employee and panel member are not legally privileged. A panel member shall make no notes or other record of "off the record" contact with an employee when neither an informal or formal complaint is made.

The informal and formal complaint process shall be fully explained to anyone seeking a consultation along with the applicable grievance and arbitration process. In addition, the employee shall be given a list of government agencies outside of LS-NYC with jurisdiction over sexual harassment complaints. The employee shall further be informed that incidents that may constitute sexual harassment should be dealt with in as timely a manner as possible to effectively informally intervene or preserve witness memories in the event of a formal complaint. A panel member shall have no "off the record" contact with the complainant, respondent or any other person involved once an informal or formal complaint has been made.

Informal Complaint/Intervention — The purpose of an informal complaint/intervention is to stop the behavior, if real, or change the perception, if not real, and reestablish a cordial working relationship between parties. Intervention may include:

1. **Immediate Intervention** — If, in either the judgment of the complainant or the panel member receiving the complaint, the working environment of the complainant has become untenable due to behavior that violates this policy or the complainant feels in any way physically threatened, the panel member shall immediately intervene to put a stop to the behavior. This may be accomplished by an immediate meeting between the panel member, the Project Director and the respondent. At the meeting the respondent is to be orally informed of the nature of the complaint in as much detail as is currently available and that the continuation of the behavior, or retaliation in any manner for the complaint, will not be tolerated and may result in immediate discipline. The respondent shall be informed prior to the meeting that she/he may be accompanied in the meeting by any person of his/her choosing, including a representative of the union.

If the complainant feels that he or she cannot immediately return to work with the respondent, he or she will be allowed to use up to five (5) days annual leave or, if s/he has exhausted all annual leave, sick leave. The Project Director will also make any adjustment in work assignment practicable to avoid a hostile or untenable work environment for the complainant.

2. **Direct Communication** — An individual may act on concerns about sexual harassment directly, by addressing the other party in person or by writing a letter describing the unwelcome behavior and its effect and stating that the behavior must stop. A Sexual Harassment panel member can help the individual plan what to say or write, and likewise can counsel persons who receive such communications. Reprisals against an individual who in good faith initiates such a communication violate this policy.

3. **Third Party Intervention** — Depending on the circumstances, third party intervention may be attempted. Third party interveners may be a panel member, a supervisor or staff member of the person's choosing or sometimes mediators unrelated to LS-NYC.

When third party intervention is used, typically the third party (or third parties) will meet privately with each of the persons involved, try to clarify their perceptions and attempt to develop a mutually acceptable understanding that can insure that the parties are comfortable with their future interactions. Other processes, such as a mediated discussion among the parties or with a supervisor, may also be explored in appropriate cases. Possible outcomes of third party intervention include explicit agreements about future conduct, changes in workplace assignments, or other relief, where appropriate.

Formal Complaint — A complainant may choose to proceed formally at any time during the process and is not required to use the informal procedure first. Upon receiving such a request, the panel member will within five (5) business days, notify the Chair, the complainant's Project Director and the Executive Director. Within five (5) business days of being notified, the Chair will appoint two additional panel members to address the complaint. These panel members must be selected on a rotating and sequential basis from a list maintained by the Chair. Written notice will then be given by the selected panel members to the respondent within five (5) business days

of the complaint, which will include a summary of the factual allegations and unless unnecessary to the investigation, the name of the complainant.

The panel members shall interview the respondent and give him/her an opportunity to respond, either orally or in writing, to the complaint and to identify any witnesses to the incident(s) or event(s) that she/he would like interviewed. In addition, the respondent may identify any other employee that the respondent feels can attest to his/her character and those employees shall be interviewed for that purpose. The respondent shall be informed prior to the interview that she/he may be accompanied in the interview by any person of his/her choosing, including a representative of the union.

The panel members shall interview all witnesses to the behavior or incident identified by the complainant and respondent or identified by the panel regarding the specific behavior/incident(s) and similar behavior that may constitute sexual harassment as defined under this policy. It is not the function of the panel to investigate or inquire into behavior or conduct that is not addressed by the complaint or could not violate this policy. All witnesses and other persons interviewed by the panel will be advised that confidentiality will be maintained to the extent allowed by law but that communications between the employee and panel member are not legally privileged. Persons interviewed shall be informed that in the event the respondent grieves the final disposition of the complaint they will have to be identified and the content of their statement disclosed to the respondent. S/he shall also be informed that he or she may have to testify before the Executive Director and/or an arbitrator. If a witness refuses to testify his or her statements shall not be used in the report nor relied on by the panel in any way. Witnesses and all others interviewed by the panel shall be informed that any retaliation, whether by the respondent or any other person, for participation in this process is a violation of this policy and will be dealt with as a disciplinary matter. Persons interviewed shall be informed that they may be accompanied at the interview by any other person of their choosing.

The selected panel members shall normally conclude the investigation of the allegations within twenty (20), but no more than thirty (30) business days.

Report of the Panel:

Within ten (10) business days of concluding their investigation the three-member panel shall complete a written report of their findings, including a summary of each witness's statement, the panel's supported conclusion as to whether the respondent has violated this policy and a recommendation as to any steps necessary to remedy the problem. A copy of the report that does not identify complainant or adverse witnesses by name will be provided to the complainant and the respondent and he or she will be given five (5) business days to comment on the report either orally or in writing. The report and any responses will be given to the complainant's Project Director who shall render a decision within five (5) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

In the event that the complaint involves a Project Director, the report and any responses will be given to the Executive Director who shall render a decision within five (5) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

In the event that the complaint involves the Executive Director, the report and any responses will be given to the Operations, Compliance and Personnel Committee of the LS-NYC Board of Directors which shall render a decision within ten (10) business days of any steps necessary to remedy the problem and appropriate disciplinary action if any.

GRIEVANCE AND APPEAL

If a complainant or a respondent who is not a member of the Collective Bargaining Unit is dissatisfied with the decision at any level he or she may appeal to a higher level in the following order:

- (a) from the Project Director to the Executive Director;
- (b) from Executive Director to the Operations, Compliance and Personnel Committee of the LS-NYC Board of Directors.

Nothing in this policy shall be construed to preclude a complainant from seeking any other legal remedy he or she may have at any time during or after the conclusion of these procedures.

If the respondent is a member of the Collective Bargaining Unit and is dissatisfied with the decision or the discipline imposed she/he may grieve beginning on Step 4 (Executive Director) of the grievance process. All evidence collected and/or produced during any stage of the procedure or investigation shall be subject to disclosure upon demand.

The Executive Director may accept the factual findings contained in the panel's report unless the respondent/grievant can show, by substantial evidence, that the panel's findings on material matters are inaccurate, incorrect, not supported by the record or beyond the scope of this policy or the investigation. The respondent shall have the right to respond to the report, present any evidence relevant to the panel's findings, including the testimony of witnesses at a hearing, and make legal argument relevant to either liability or the appropriateness of the discipline imposed. If the Executive Director finds that the respondent/grievant has cast sufficient doubt on material matters, the panel must support its findings by direct evidence at a hearing.

In the event the matter is taken to arbitration it shall be LS-NYC's burden to prove liability and the report of the panel shall not be the sole evidence relied upon by the arbitrator. The respondent shall have the right to confront adverse witnesses on material matters.

Nothing in this policy shall preclude a Project Director or the Executive Director from immediately suspending and/or discharging the respondent of a complaint where the conduct involved amounts to gross misconduct and where the conduct can be readily verified. In this event, the action of the Project Director or Executive Director shall become immediately grievable commencing on Step 4 of the applicable section of Article 8 of the CBA.

APPENDIX B

LSSA Authorization for Check-Off

To: Legal Services NYC, and its appropriate Constituent Corporations.

1. ☐ Check box if you choose to become a member of the LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its membership dues and initiation fees for membership in the Association, and to remit the amounts so deducted to the Association.

2. ☐ Check box if you choose NOT to become a member of LSSA.

The undersigned hereby authorizes and directs you to deduct from the bi-weekly wages earned and to be earned by me as your employee such amounts as the Legal Services Staff Association shall, from time to time, duly establish as its agency fees and registration fees for employees who choose not to be members of the Association, and to remit the amounts so deducted to the Association.

DATE	_____
SIGNATURE	_____
PRINT NAME	_____
HOME ADDRESS	_____

HOME TELEPHONE NO.	_____
SOCIAL SECURITY NO.	_____
DELEGATE CORPORATION	_____

APPENDIX C

Authorization for Assignment and checkoff of Contributions to UAW V-CAP

To: Legal Services NYC, and its appropriate Constituent Corporations.

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (circle one):

\$1.00 \$3.00 \$5.00 Other \$_____

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and remit same to UAW V-CAP at such times and in such manner as may be agreed between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with Legal Services NYC, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that the monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fundraising effort by the UAW and the AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

I also understand that the guidelines for contributions to UAW V-CAP set forth are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or any decision not to contribute.

Name (Print) _____ **SS#** _____

LS-NYC Constituent Corporation _____

UAW Region: 9A **Local Union:** 2320 **Unit:** Legal Services Staff Association

Dated: _____ **Signature:** _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorizations from any candidate and no candidate is responsible for its activities.

APPENDIX D-1

Affidavit of Commitment

State of New York)
County of _____) ss.:

_____, being duly sworn, deposes and says:

1. I, _____, am employed by Legal Services NYC, Inc.
2. _____, is my domestic partner.
3. My domestic partner and I are both eighteen (18) years of age or older and unmarried.
4. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
5. We have a close and committed personal relationship.
6. We have been living together on a continuous basis for at least six (6) months prior to the date of this affidavit.
7. We meet at least two (2) of the following criteria:
 - (a) We have a shared mortgage or lease;
 - (b) One partner is the primary beneficiary in a life insurance policy of the other;
 - (c) One partner is the primary beneficiary in a retirement benefit or will of the other;
 - (d) One partner has assigned a durable power of attorney to the other;
 - (e) We share ownership in a joint bank account or credit card;
 - (f) We have a joint loan agreement or one partner is acting as a guarantor of a loan for the other.

(Employee's Signature -- Print Name Beneath)

Sworn to before me this

_____ day of _____, 20__

NOTARY PUBLIC

APPENDIX D-2

Affidavit of Separation

State of New York)
County of _____) ss.:

_____, being duly sworn, deposes and says:

1. I, _____, an employed by Legal Services NYC, Inc.
2. On the ____ day of _____, _____, I submitted an Affidavit of commitment to Legal Services NYC, Inc., declaring _____ as my domestic partner.
3. As of the signing of this affidavit, I acknowledge that the herein referenced domestic partnership is terminated.
4. I understand that the termination of the formerly acknowledged domestic partnership makes us ineligible for the benefits formerly granted to us in the Collective Bargaining Agreement between the Employer and the Union.
5. I further understand that the termination of health benefits for my former domestic partner becomes effective within sixty (60) days of signing this affidavit.

(Employee's Signature--Print Name Beneath)

Sworn to before me this

_____ day of _____, 20__

NOTARY PUBLIC

APPENDIX D-3

Affidavit of Notification to Domestic Partner

State of New York)
County of _____) ss.:

_____, being duly sworn, deposes and says:

1. I, _____, an employed by Legal Services NYC, Inc.

2. I have mailed a copy of the Affidavit of Separation to _____ my former domestic partner, at the following address:

(Employee's Signature--Print Name Beneath)

Sworn to before me this
___ day of _____, 20__

NOTARY PUBLIC

APPENDIX – E

Domestic Partner

Affidavit of Financial Accuracy

_____, being duly sworn, deposes and say:

1. I am employed by Legal Services NYC. I am choosing option b) of Section 5.2B of the collective bargaining agreement and submit this affidavit, and the supporting documents attached, to demonstrate the additional tax burden that my family has incurred because the added expense to LS-NYC of providing health insurance to my domestic partner is deemed additional income to me under the tax laws.
2. Attached are true copies of my tax return and that of my domestic partner as submitted to the Federal and State government for the year _____.
3. Also attached is a joint return(s) prepared as a married couple for the same year demonstrating that we would have paid \$ _____ less in income tax had the cost of my domestic partner's health insurance not been treated as income under the tax laws.
4. I understand that this information will be kept strictly confidential, that LS-NYC will use it for no other purpose other than determining and reimbursing me for this additional tax burden and that, at my option, the supporting documents will be returned to me or destroyed by LS-NYC immediately after determination of and my agreement with the reimbursable amount to me.
5. I hereby request that LS-NYC reimburse me the net amount of this additional tax pursuant to Section 5.2(B) of the CBA.

(Employee's Signature – Print Name Beneath)

Swore to before me this

___ day of _____ 20__

NOTARY PUBLIC

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